AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE- ROOM 118 SEPTEMBER 16, 2024 6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

RECOGNITION

Recognition of Vice Chairwoman Toni Stewart for Receiving Statewide Appointments

PUBLIC COMMENT PERIOD

- 1. APPROVAL OF AGENDA
- 2. CONSENT AGENDA
 - A. Approval of Proclamation Recognizing Constitution Week in Cumberland County
 - B. Approval of Proclamation Recognizing Manufacturing Day in Cumberland County
 - C. Approval of Declaration of Official Intent to Reimburse Expenditures
 - D. Approval of NC Cardinal Memorandum of Agreement Between the Cumberland County Public Library and the State Library of North Carolina
 - E. Approval of Amendment to the Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding(MOU)
 - F. Approval of Capital Project Budget Ordinance Amendment B250150 for the Crown Event Center Project
 - G. Approval of Budget Ordinance Amendments for the September 16, 2024 Board of Commissioners' Agenda
 - H. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Amendments to the Local Emergency Planning Committee Bylaws
 - 2. Policy for Leasing County-owned Property
 - 3. Resolution for Funding Assistance for the Proposed Future Cedar Creek Water and Sewer District
 - 4. Resolution for Funding Assistance for Gray's Creek Water and Sewer District

- 5. Resolution for Funding Assistance for Overhills Water and Sewer System Regionalization Study
- 6. Request for Qualifications (RFQ) for Engineering Services for Ann Street Transfer Station
- 7. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas to Energy Evaluation
- 8. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas Routine Compliance Assistance
- 9. Service Agreement with Smith Gardner, Inc. for Solid Waste Borrow Area Drilling
- 10. Service Agreement with Smith Gardner, Inc. for Stormwater Improvements for Ammonia
- 11. Service Agreement with Smith Gardner, Inc. for Solid Waste Annual Water Quality Monitoring & Reporting
- 12. Service Agreement with Smith Gardner, Inc. for Solid Waste Stormwater Compliance

3. PUBLIC HEARINGS

- A. Adoption of the North Central Area Land Use Plan
- B. Section 5311 Grant Application and Approval of Submission of the FY26 Applications for the Community Transportation Program (Sections: 5311, 5310, 5307, ROAP) Grant Funds
- C. Community Development Program Year 2023 Draft Consolidated Annual Performance and Evaluation Report (CAPER)

Rezoning Cases

- D. CASE # ZON-24-0027
- 4. ITEMS OF BUSINESS
 - A. Consideration of Crown Coliseum Elevator Renovation Contract Change Order #1
 - B. Consideration of Design-Build Contract for Government Services Parking Deck
 - C. Consideration of GMP-1 Amendment to Crown Event Center Construction Manager at Risk Contract
 - D. Acceptance of the 2023 Local Emergency Shelter Capacity Grant Award and Associated Budget Ordinance Amendment #B250237

5. NOMINATIONS

A. Fayetteville Technical Community College Board of Trustees (2 Vacancies)

6. APPOINTMENTS

- A. Board of Adjustment (4 Vacancies)
- B. Cumberland County Local Emergency Planning Committee (4 Vacancies)

- C. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1 Vacancy)
- D. Parks and Recreation Advisory Board (2 Vacancies)
- E. Home and Community Care Block Grant Committee (1 Vacancy)

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

- 7. GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD AND CONSENT AGENDA
 - A. Resolution for Funding Assistance for Gray's Creek Water and Sewer District

ADJOURN THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

CONVENE THE OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

- 8. OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD CONSENT AGENDA
 - A Resolution for Funding Assistance for Overhills Water and Sewer System Regionalization Study

ADJOURN THE OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE BOARD OF COMMISSIONERS MEETING

9. CLOSED SESSION: If Needed

ADJOURN

REGULAR BOARD MEETINGS:

October 7, 2024 (Monday) 9:00 AM October 21, 2024 (Monday) 6:45 PM November 4, 2024 (Monday) 9:00 AM

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



NORTH CAROLINA

OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 9/10/2024

SUBJECT: RECOGNITION OF VICE CHAIRWOMAN TONI STEWART FOR RECEIVING STATEWIDE APPOINTMENTS

BACKGROUND

Dr. Toni Stewart, Vice Chairwoman of the Cumberland County Board of Commissioners, has been selected to serve in leadership roles in two statewide organizations related to human services.

Dr. Stewart has been elected as the Region 6 Director for the North Carolina Association of County Boards of Social Services (NCACBSS). This role involves representing nine counties—Anson, Cumberland, Harnett, Hoke, Lee, Montgomery, Moore, Randolph, and Richmond—by advocating for improved public policy and developing educational programs for social services boards.

Additionally, Dr. Stewart was named to the Health and Human Services Steering Committee of the North Carolina Association of County Commissioners (NCACC). Some of the committee's stated goals are support of the expansion of Medicaid, Women and Children's Health Services Block Grant funding and legislation to restore state funding of accreditation of local health departments.

The NCACC serves as the collective voice for North Carolina's 100 counties, providing advocacy, research, risk management, and leadership training.

RECOMMENDATION / PROPOSED ACTION

Recognize Vice Chairwoman Toni Stewart for Receiving Statewide Appointments.



NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 8/21/2024

SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING CONSTITUTION WEEK IN CUMBERLAND COUNTY

BACKGROUND

A request was received for a proclamation recognizing September 17-23, 2024 as Constitution Week in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description Constitution Week 2024

Type Backup Material

COUNTY OF CUMBERLAND



WHEREAS, on September 17, 1787, after four months of debate, highlighted by sharp differences of view and by wise compromises, the outstanding leaders of our Republic, who were meeting in convention at Philadelphia, signed the Constitution of the United States of America; and

WHEREAS, the story of the framing, signing, and adoption of that epochal document constitutes one of the most significant chapters in the history of our country; and

WHEREAS, it is fitting that every American should reflect upon the vision and fortitude of our forebears in creating a charter designed "to form a more perfect Union, establish Justice, ensure domestic Tranquility, provide for the common defense, promote the general Welfare, and secure the Blessings of Liberty" for themselves and for the fortunate millions who were to follow them as citizens of this Nation; and

WHEREAS, the Congress, by a joint resolution approved August 2, 1956, has requested the President to set aside the week beginning September 17 of each year as Constitution Week, a time for the contemplation and commemoration of the historic acts which resulted in the formation of our Constitution.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby designate the period beginning September 17 and ending September 23, 2024, as Constitution Week, and urge the citizens of Cumberland County to observe that week with appropriate ceremonies and activities in their schools and churches, and in other suitable places. We further urge the citizens of Cumberland County to give solemn and grateful thought to that eventful week in September 1787 when our Constitution was signed, delivered to the Continental Congress, and made known to the people of the country, thus laying the foundation for the birth of a new Nation.

Approved this 16th day of September 2024.

Glenn B. Adams, Chairman Cumberland County Board of Commissioners



NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 9/6/2024

SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING MANUFACTURING DAY IN CUMBERLAND COUNTY

BACKGROUND

A request was received for a proclamation recognizing Manufacturing Day in Cumberland County.

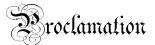
RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description Manufacturing Day 2024 Proclamation Type Backup Material

COUNTY OF CUMBERLAND



WHEREAS, manufacturers make up one of the largest sectors of our local economy and provide more than 6,200 jobs in Cumberland County, providing over \$490 million in wages each year; and

WHEREAS, manufacturing is indispensable to the local and national economy due to the critical public purpose it serves; and

WHEREAS, manufacturing is a source of high-wage jobs for workers with a variety of skill sets and educational backgrounds, while also providing a career path for those with limited prior experience or without a four-year college degree; and

WHEREAS, manufacturing continues to be the major source of technological, commercial, and scientific innovation whose benefits impact all segments of our economy; and

WHEREAS, manufacturers perform more than three-quarters of all private sector research and development in the nation, more than all other sectors combined; and

WHEREAS, manufacturers have been vital in the response to the local and national challenges we face, including the COVID pandemic, by producing protective supplies, vaccines, pharmaceutical treatments, and lifesaving medical equipment; and

WHEREAS, manufacturers regularly give back to the community through volunteerism, disaster relief, and financial support of local, state, and national organizations; and

WHEREAS, National Manufacturing Day, recognized each year on the first Friday in October, offers valuable opportunities to explore rewarding careers in manufacturing and highlight significant contributions made by the industry; and.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim the 4th day of October in the year 2024 as Manufacturing Day in Cumberland County, North Carolina.

Approved this 16th day of September 2024.

Glenn B. Adams, Chairman Cumberland County Board of Commissioners



NORTH CAROLINA

FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN K. DEAVER, FINANCE DIRECTOR/CFO

DATE: 9/5/2024

SUBJECT: APPROVAL OF DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

BACKGROUND

U.S. Treasury regulations and guidelines that involve debt financing transactions require that a governmental entity declare its intent to use debt financing for a given project before expenses are incurred. In accordance with this requirement, on April 4, 2022, the County adopted a resolution of intent to incur indebtedness for the construction of the Crown Event Center capital project in order to reimburse itself for any costs incurred before the financing is executed from the proceeds of the debt issuance. At that time, the project cost was not to exceed \$82,500,000. Subsequently, the project scope increased, and the revised cost is not to exceed \$144,455,422.

The attached updated resolution would satisfy the federal reimbursement requirements by declaring the County's intent to finance the capital project from an installment contract in an amount not to exceed \$144,455,422.

RECOMMENDATION / PROPOSED ACTION

The Board is requested to approve the updated resolution of official intent to pursue tax exempt financing and reimburse expenditures with proceeds of a borrowing.

ATTACHMENTS:

Description Declaration of Official Intent to Reimburse Expenditures

Type Backup Material

CUMBERLAND COUNTY, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE EXPENDITURES

WHEREAS, Cumberland County, North Carolina (the "County") intends to provide financing for certain capital improvements, including a new multipurpose event center (the "Project");

WHEREAS, the County has advanced and/or will advance its own funds to pay expenditures relating to the Project, may borrow funds on a short term taxable or tax exempt basis in order to pay such expenditures or may enter into contracts obligating third parties to make certain expenditures relating to the Project (the "Original Expenditures") prior to incurring indebtedness and to receive reimbursement for such Expenditures from proceeds of tax-exempt bonds or taxable debt, or both;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the County, meeting in regular session on the 16th day of September, 2024, as follows:

1. The County intends to utilize the proceeds of tax-exempt indebtedness or to incur other debt, to pay the costs of the Project in an amount not currently expected to exceed \$144,455,422.

2. The County intends that the adoption of this resolution be its declaration of official intent pursuant to Treasury Regulations Section 1.150-2, or any successor or substitute Treasury Regulations which may be promulgated hereafter, and is intended to expressly declare the County's intention to reimburse itself for the Original Expenditures heretofore paid or to be paid by the County, such reimbursement to be made with the proceeds of indebtedness to be incurred by the County.

3. All Original Expenditures to be reimbursed by the County, except to the extent permitted by applicable Treasury Regulations, were paid no more than 60 days prior to, or will be paid on or after the date of, this declaration of official intent. The County understands that such reimbursements must occur not later than 18 months after the later of (i) the date the Original Expenditure was paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the Original Expenditure was paid.

4. This resolution will take effect immediately upon its passage.

The motion to adopt this Resolution was made by Commissioner ______, seconded by Commissioner ______, seconded by a vote of ______.

Clerk, Board of Commissioners



NORTH CAROLINA

PUBLIC LIBRARY AND INFORMATION CENTER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: FAITH PHILLIPS, LIBRARY DIRECTOR
- DATE: 9/5/2024

SUBJECT: APPROVAL OF NC CARDINAL MEMORANDUM OF AGREEMENT BETWEEN THE CUMBERLAND COUNTY PUBLIC LIBRARY AND THE STATE LIBRARY OF NORTH CAROLINA

BACKGROUND

The Cumberland County Public Library would like to renew participation in the NC Cardinal online catalog provided by the State Library of North Carolina at a total cost of \$25,440, which the library has already accounted for in the FY25 budget. The NC Cardinal catalog functions as a shared online catalog and integrated library system (ILS) that facilitates resource sharing among a consortium of North Carolina public libraries. This system allows libraries within the consortium to provide their patrons with access to a more extensive collection of materials and resources. The catalog is maintained and continually developed to ensure an efficient and sustainable ILS for public libraries and library staff across North Carolina. Additionally, the NC Cardinal supports collaborative collection development and cost savings, enhancing the service quality for public libraries in the state.

RECOMMENDATION / PROPOSED ACTION

The library is requesting the board's approval to enter into the agreement: NC Cardinal Memorandum of Agreement - Contract Number 3098.

ATTACHMENTS:

Description NC Cardinal - Memorandum of Agreement Type Backup Material State of North Carolina County of Wake

Department of Natural and Cultural Resources State Library of North Carolina NC Cardinal Memorandum of Agreement Contract Number 3098

This Agreement is hereby made between the North Carolina Department of Natural and Cultural Resources, State Library of North Carolina, 109 East Jones Street, Raleigh, NC (hereinafter referred to as "Department") and the Cumberland County Library System, 300 Maiden Lane Fayetteville, NC 28301 (hereinafter referred to as "Library" and together, the "Parties").

WHEREAS, NC Cardinal is a project of the State Library of North Carolina conducted in partnership with North Carolina public libraries whereby North Carolina public libraries share an online catalog and integrated library system (ILS), and share resources with other member libraries;

WHEREAS, this collaboration leverages federal and local funds to achieve operational efficiencies and cost savings for public libraries and provide for more effective use of public resources;

WHEREAS, the use of a single, shared online catalog expands resource sharing and cooperative services among public libraries and delivers faster access to a greater number and variety of resources for library patrons;

NOW, THEREFORE, the Parties hereto, desiring to establish or renew their commitment to NC Cardinal upon the terms set forth below, do hereby agree as follows:

I. NC Cardinal Program Requirements

While the Library retains autonomy over its local operations, participation in NC Cardinal requires collaboration in developing common policies and shared decision making. For acceptance into and continuing participation in NC Cardinal, the Library agrees to abide by the NC Cardinal Bylaws (Attachment A) and any subsequent amendments thereto, and adhere to the following terms and conditions:

A. General Terms and Conditions

The Library shall:

- 1) Comply with NC Cardinal policies, procedures, and protocols, including regulations approved by the State Library and policies of the NC Cardinal Governance Committee;
- 2) Connect to the network exclusively with equipment that is compatible with NC Cardinal;
- 3) Support the development and implementation of electronic and physical delivery of NC Cardinal materials and services to other members of NC Cardinal;
- 4) Provide in-person services to patrons of all NC Cardinal libraries in the same manner as to the Library's own patrons and local residents;
- 5) Refrain from making internal policy changes that would adversely affect other NC Cardinal libraries;
- 6) Provide Library representation at NC Cardinal General Membership meetings;
- 7) Provide Library representation and service to committees, task forces, and forums sponsored by the NC Cardinal Governance Committee;
- 8) Ensure Library personnel participate in appropriate training and continuing education programs;



- 9) Allow use of the Library's name in NC Cardinal official documents and informational sites;
- 10) Agree to and adhere to the GNU General Public License (GNU GPL) for Evergreen software, a copyleft license which ensures free software rights are preserved when the work is distributed, a copy of which may be found at the following internet address: https://git.evergreen-ils.org/?p=Evergreen.git;a=blob;f=LICENSE.txt;hb=HEAD; and
- 11) Make no changes to the Evergreen software code other than alterations of bibliographic holdings data.
- B. Data Terms and Conditions

The Library shall:

- 1) Input, maintain, and share bibliographic holdings with all NC Cardinal libraries;
- 2) Comply with the NC Cardinal cataloging best practices and procedures for item and patron records prior to migrating data into NC Cardinal;
- 3) Input newly acquired holdings according to the Best Practices standards developed by the NC Cardinal Cataloging Committee and approved by the NC Cardinal Governance Committee;
- 4) Input, maintain, share, and keep patron records confidential according to applicable federal and State laws, including G.S. § 125-19 of the North Carolina General Statutes;
- 5) Restrict the creation of data records and other cataloging-related activity in NC Cardinal to authorized and NC Cardinal certified personnel;
- 6) Enter accurate information for all NC Cardinal transactions and statistics; and
- 7) Adhere to the NC Cardinal membership policies as defined in Appendix A: Bylaws, Section 2, Membership.
- C. Lending and Resource Sharing Terms and Conditions The Library shall:
 - 1) Follow the resource sharing policies and Best Practice standards defined in NC Cardinal's online documentation;
 - 2) Lend Library materials to patrons of NC Cardinal libraries in the same manner as to the Library's own patrons and local residents. This does not preclude charging standard Interlibrary Loan (ILL) fees if the loan is transacted through ILL rather than in person; and
 - 3) Begin sharing Library resources with other NC Cardinal libraries through the Resource Sharing within two (2) months of the Library's "Go-Live" date.

II. Governance Committee

- A. The Governance Committee provides guidance to the State Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memoranda of Agreement, and the recommendation of cost sharing and common, consistent policies.
- B. The State Library has final decision-making authority for all matters pertaining to NC Cardinal and may override a recommendation of the Governance Committee that is determined to be:
 - 1) detrimental to the majority of NC Cardinal libraries;
 - 2) not cost-effective to implement;
 - 3) adversely impacting NC Cardinal project management and support operations; or
 - 4) negatively received by NC Cardinal's hosting vendor or the Evergreen Community at large.

III. Financial Responsibilities

A. NC Cardinal is a project of the State Library of North Carolina, supported by grant funds from the Institute of Museum and Library Services under the provisions of the Federal Library Services and Technology Act ("LSTA"). As such, the Department retains final financial decision-making authority for all matters pertaining to the NC Cardinal Integrated Library System (ILS) and its users.

- B. The Department shall fund the migration costs associated with migrating from the Library's current Integrated Library System into the NC Cardinal Integrated Library System. The Department shall also fund Branch Costs and Shared ILS Costs associated with the Base Level Access, as defined in section III(C) below, for the Library's participation in NC Cardinal during the State Fiscal Year (July 1 June 30) of the Library's migration and one (1) additional State Fiscal Year.
- C. Base Level Access shall mean access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.
- D. Additionally, the Department shall fund and manage the following aspects of NC Cardinal:
 - project administration, including project oversight, project schedule development, vendor negotiations and contract administration, budget forecasting, migration management, development and maintenance of communications channels, and coordination of NC Cardinal Committees.
 - 2) first-line software support, including maintaining a help ticket system, providing remote or onsite assistance, training, and facilitating communications with second-level vendor support.
 - 3) resource sharing services, including delivery system administration, training, vendor communications, and problem resolution.
- E. Beginning in the third fiscal year of the Library's participation in NC Cardinal, the Library shall be required to pay annual Branch Costs and Shared ILS Costs ("Annual Costs") for Base Level Access to the NC Cardinal ILS. The Library's Annual Costs shall be calculated as described in Attachment B NC Cardinal Annual Costs by Library.
- F. Non-optional third-party services may be required to support the NC Cardinal ILS and may incur additional annual costs to the Library. Non-optional third-party services must be agreed to by a two-thirds majority of all NC Cardinal libraries and approved by the State Library's NC Cardinal Program Manager. Written notification of the implementation of non-optional third-party services shall be given to all NC Cardinal libraries on or before December 31st. The new third-party service shall become effective July 1 of the following State Fiscal Year. The Library's annual third-party service costs shall be calculated based upon the following formula:

% of Active Items * Total Annual Service Cost.

- G. The Library shall pay the its Annual Costs and any third-party vendor service costs within 30 days of receipt of the Library's annual invoice, as detailed in Attachment B.
- H. Optional third-party services that do not directly support NC Cardinal ILS maintenance may be added in accordance with NC Cardinal's Third-Party Hardware and Software Policy. The Library shall not adopt optional third party services that may adversely affect other NC Cardinal libraries.
- I. The Library shall comply with the provisions of subscription agreements made by the Department on behalf of NC Cardinal libraries and shall accept responsibility only for the actions of the Library's own employees related to these agreements.

IV. Availability of Funds

All terms and conditions of this Agreement are dependent upon and subject to the allocation of funds for the purposes set forth and this Agreement may, in the Department's sole discretion, automatically terminate, if funds cease to be available.

V. Term and Termination of Agreement

- A. This Agreement shall be effective for one State Fiscal Year (July 1 of the calendar year in which this Agreement was signed until June 30 of the next calendar year), unless sooner terminated as set forth herein. The Library and the Department may extend the term annually for each subsequent State Fiscal Year through a written agreement signed by the Parties.
- B. Upon the expiration of the term of this Agreement or receipt of notice of termination, the Library shall immediately proceed with withdrawal from NC Cardinal as outlined herein. Upon completion of withdrawal, this Agreement shall terminate.

VI. Withdrawal from NC Cardinal

- A. In accordance with Attachment A, the Library shall have the right to withdraw from NC Cardinal by giving written notice on or before December 31. The withdrawal shall be effective at the end of the Agreement's term, at which time, this Agreement shall terminate.
- B. If 1) a branch library chooses to separate from a library that is a continuing member of NC Cardinal or 2) a county library chooses to separate from a regional library system that is a continuing member of NC Cardinal, the separating library may withdraw from participation in NC Cardinal by giving written notice to the Department and the library from which it is separating. Two months after written notice is provided, the separating library's first data extract will be provided. Five months after written notice is provided, the separating library's final data extract will be provided, completing withdrawal and effectuating termination of this Agreement.
- C. In the event of withdrawal,
 - 1) the Library shall:
 - a. lose all rights and benefits to NC Cardinal service delivery and governance;
 - b. have their patrons withdrawn from NC Cardinal resource sharing, delivery systems, and cooperative fine and fee processes;
 - c. have sole responsibility for replacement of all services provided through NC Cardinal and the Department's subscription agreements;
 - d. have sole responsibility for notifying third party software vendors of the Library's effective date of withdrawal from NC Cardinal;
 - e. pay the cost to remove the Library's complete policy set, circulation rules, hold policies, library settings, staff accounts, item records, and patron records from NC Cardinal at the current rate of its hosting vendor;
 - f. not be required to return LSTA grant monies so long as the Library is in full compliance of grant requirements; and
 - g. not receive a refund for any portion of annual Branch Costs and Shared ILS Costs or third-party vendor costs paid by the Library.
 - 2) the Department shall:
 - a. discontinue NC Cardinal funding and services for the Library on the designated termination date; and
 - b. provide up to two (2) data export files of the Library's bibliographic, item, patron, and circulation data at no cost to the Library prior to the designated termination date.

VII. Default

- A. A violation of any provision, policy, or requirement that is not corrected by the Library to the Department's satisfaction within sixty (60) days after written notice by the Department shall constitute default under the terms of this Agreement. If default occurs, the Department may, in its sole discretion, terminate the Library's participation in NC Cardinal by sending written notice of termination to the Library. The termination shall be effective at the end of this Agreement's term.
- B. Upon receiving notice of termination from the Department, the Library shall proceed with withdrawal from NC Cardinal as outlined herein.

VIII. Amendment

This Agreement may only be amended by a signed, written agreement of the Parties.

IX. Notices and Agreement Administrators

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving written notice to the other Party within 30 calendar days of such change. The Library's Agreement Administrator shall be available by phone, facsimile, or e-mail, upon 24-hours notice.

Agreement Administrator for the Library

For All Day-To-Day Activities	For All Other Agreement Issues
Name: Faith Phillips	Name: Faith Phillips
Title: Library Director	Title: Library Director
Address: 300 Maiden Lane	Address: 300 Maiden Lane
Fayetteville, NC 28301	Fayetteville, NC 28301
Telephone: 910-483-7727 x1304 Facsimile:	Telephone: 910-483-7727 x1304 Facsimile:
E-mail: fphillips@cumberlandcountync.gov	E-mail: fphillips@cumberlandcountync.gov

Agreement Administrators for the Department of Natural and Cultural Resources

For All Day-To-Day Activities	For All Other Agreement Issues
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Benjamin Murphy	Cynthia Armes	
Manager, NC Cardinal Program	Director of Procurement and Contract	
(USPS) 4640 Mail Service Center	Monitoring	
Raleigh, NC 27699-4600	NC DNCR, Purchasing Office	
	109 E. Jones Street	
(FedEx, UPS) 109 E. Jones Street	Raleigh NC 27601	
Raleigh, NC 27601		
	Telephone: (919) 814-6728	
Telephone: (919) 814-6797	Facsimile: (919) 733-6993	
Facsimile: (919) 733-8748	E-mail: cynthia.armes@dncr.nc.gov	
E-mail: <u>benjamin.murphy@dncr.nc.gov</u>		

X. Care of State Property

The Library agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this Agreement or purchased by it for this Agreement and will reimburse the State for loss of damage of such property. In the event of termination of this Agreement, the Library shall return all State property furnished to it in connection with the performance of the effective date of termination.

XI. Access to Persons and Records

The State Auditor, DNCR Internal Auditors, the joint Legislative Commission on Governmental Operations (as well as applicable legislative employees), and any other authorized State entity shall have access to persons and records as such access is required under North Carolina law (including but not limited to N.C.G.S. §§ 143-49 & 147-64.7).

XII. Assignment

None of the Library's duties and responsibilities included herein may be assigned or delegated to a third party without prior written consent of the Department.

XIII. Compliance with Laws

All Parties to this Agreement shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to its conduct and to the administration of this Agreement.

XIV. Severability

In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

XV. Waiver

A failure of either party to insist upon strict enforcement of any term or provision or to exercise any right, option, or remedy of this Agreement, or to require, at any time, performance of any provision hereof, shall not be construed as a waiver of any such term or provision. No waiver by either Party of any term or provision hereof shall be binding unless made in writing and signed by the other, approving party.

XVI. Agreement Documents

This Agreement shall consist of the following documents in order of precedence:

- A. Amendments to this Agreement, if any;
- B. This Agreement;

- C. Attachment A: NC Cardinal Bylaws
- D. Attachment B: NC Cardinal Annual Costs by Library

In the event of a conflict between or among the terms of the Agreement Documents, Amendments to the Agreement, if any, shall have the highest precedence; the Agreement shall have the second highest precedence; and Attachments the third highest precedence.

XVII. Governing Law

This Agreement shall be governed by the laws of the State of North Carolina. The Parties agree that the proper venue of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement of this Agreement, shall be determined.

XVIII. Entire Agreement

This Agreement, any exhibits and attachments affixed hereto, and any documents specifically incorporated by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements as to the subject matter discussed herein. There are no promises, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement shall supersede all previous communications, representations, or agreements between the Parties as to the subject matter discussed herein.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Library and the Department have each executed this Agreement in duplicate originals.

Cumberland County Library System	ak/24
Faith Phillips Library Director	Date
Glenn Adams Chairman, Cumberland County Board of Commissioners	Date
State Library of North Carolina	
Michelle Underhill State Librarian	Date
North Carolina Department of Natural and Cultural Resources	Date
Chief Deputy Secretary Approved as to the Availability of Funds	
Budget Code: 4600 / 105134/ 4600425	
Joshua Davis Chief Financial Officer	Date
Cynthia Armes Director of Procurement and Contract Monitoring	Date

Attachment A: NC Cardinal Bylaws

August 2019

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Section 1: Name and Mission

- 1. The name of this organization shall be NC Cardinal. NC stands for North Carolina.
- The purpose of NC Cardinal is to provide North Carolina residents greater access to public resources.

NC Cardinal is a partnership between the State Library of North Carolina and North Carolina public library systems. NC Cardinal uses an open-source integrated library system (ILS) to expand resource sharing and cooperative services development through a single, shared online catalog.

Section 2: Membership

Members are those eligible organizations that have submitted applications and been approved by the State Library. NC Cardinal is supported by the Library Services & Technology Act (LSTA) grant program which, in turn, supports the implementation of North Carolina's current LSTA Five-Year Plan. LSTA funds are awarded to the State Library of North Carolina by the Institute of Museum and Library Services (IMLS).

NC Cardinal Member Libraries must agree to:

- 1. participate in NC Cardinal and share their bibliographic and patron databases;
- 2. participate in NC Cardinal decision making and abide by Governance Committee decisions;
- 3. participate in resource sharing and provide in-person services to all patrons of NC Cardinal libraries in the same manner as to their own patrons; and
- 4. allow the use of the library name in NC Cardinal official documents and informational sites.

Section 2a: Application for Membership

Prospective members may join NC Cardinal by submitting an NC Cardinal Grant Application. Applicants should understand the annual State Library of North Carolina's LSTA General Information & Provisions and the Program-Specific Information & Guidelines.

Qualifications

To be eligible for participation in NC Cardinal, public libraries must:

- 1. qualify for grants from the Aid to Public Libraries Fund; and
- 2. meet basic hardware and network speed requirements.

Approval of Application

The State Library of North Carolina may review and approve membership based upon funding and resource capacity, may refuse an application for membership, or may postpone consideration of an application for membership.

Upon approval, the applicant library must execute the NC Cardinal Memorandum of Agreement and adopt the NC Cardinal Bylaws. Failure to do so will disqualify the applicant from participation in NC Cardinal. The State Library may provide funds for the library to migrate its automated system data into NC Cardinal, to receive training in using NC Cardinal, to access the NC Cardinal services subscription, and to make other expenditures determined by the State Library to be necessary for a successful migration. In the event that funds or program capacity are not available to support all public libraries that apply, applicants will be selected based on the following criteria:

- 1. expiration date of the library's automated system contract;
- 2. scope and complexity of the library's migration requirements; and
- 3. other circumstances affecting the library as determined by the State Library.

Section 2b: Membership Activation

Membership is effective on the date the NC Cardinal Memorandum of Agreement is fully executed.

Section 2c: Member Withdrawal

Prior to terminating or taking action to withdraw from NC Cardinal, the Member Library shall discuss their intentions with authorized representatives of the State Library and the NC Cardinal Governance Committee. Critical issues that the Member Library believes justify such withdrawal must be presented in written form. If discussions with the State Library and the NC Cardinal Governance Committee do not resolve the issues to the Member's reasonable satisfaction, the Member Library shall have the right to discontinue participation in NC Cardinal by giving written notice on or before December 31 to the State Library, subject to the terms and conditions of the Memorandum of Agreement.

Section 2d: Effective Date of Withdrawal

The membership of a Member Library giving written notice on or before December 31 will cease on June 30 of the following year.

Section 2e: Default

A violation of any provision, policy, or requirement that is not corrected by the Member Library within sixty (60) days after written notice by the State Library will constitute default under the terms of their executed NC Cardinal Memorandum of Agreement and these Bylaws, subject to the terms and conditions of the Memorandum of Agreement.

Section 2f: Electronic Balloting

At the discretion of the State Library or by a consensus vote of the Governance Committee, electronic balloting may be employed for consortium-wide votes. Notice of issues for electronic ballot must be electronically emailed to each member of the Governance Committee no less than one (1) week prior to the designated "ballot start time." Electronic balloting may proceed after approval by the Governance Committee.

Section 3: Governance Committee

The Governance Committee provides guidance to the State Library of North Carolina in terms of communications, organizational structure, review of NC Cardinal Bylaws and Memorandum of Agreement, cost sharing policies, and the approval of common, consistent policies. Powers and Authority for this committee are outlined in Section 3h, Powers and Authority.

Section 3a: Number and Composition

The Governance Committee shall consist of five (5) members from participating NC Cardinal Libraries and two (2) members from the State Library: the NC Cardinal Program Manager and a representative from the Library Development Section. Governance Committee members must be selected from the Senior Management staff of Member Libraries.

NC Cardinal Member Library representation on the Governance Committee shall be composed of:

- 1. one (1) member from a Municipal library;
- 2. one (1) member from a County library;
- 3. one (1) member from a Regional library; and
- 4. two (2) members at large.

If the requirement for a member from at least one of each library type is unable to be filled, a temporary member could be added for a one year term, until the next election of members.

Section 3b: Nomination

At least sixty (60) days prior to the NC Cardinal General Membership Meeting, the Governance Committee must appoint a Nominations Committee of two (2) or more Members who are not seeking election. The Nominations Committee is required to receive and coordinate nominations for election to the Governance Committee.

Section 3c: Election

An election of Governance Committee members must be held at an NC Cardinal General Meeting to replace those members whose terms of office have expired or will expire at the end of the meeting.

Section 3d: Terms

A term of office shall be two (2) years, to commence at the beginning of the next Quarter after the election with the exception of the first year. Following the election, an announcement of the newly elected officers will be sent to the membership promptly. Committee members may serve two (2) consecutive terms with a two-thirds (2/3) majority vote of the membership. Committee appointments shall be staggered to promote consistency as well as to accommodate change.

Section 3e: Vacancies

Vacancies on the Governance Committee shall be filled by appointment by the Governance Committee until the next election of members. Appointments are for the remainder of the replaced member's term.

Section 3f: Meetings of Governance Committee

The Governance Committee shall hold at least two meetings per year, with other meetings scheduled as needed. At least thirty (30) days in advance, the General Membership shall be notified of Governance Committee meetings are closed, and attendance is limited to Governance Committee members, designated representatives of member library systems and invited guests.

Additional meetings may be scheduled:

- 1. at the request of the State Library;
- 2. at the request of two Governance Committee members; or
- 3. upon receipt of a written request signed by at least fifty (50) percent of the membership.

At least one (1) annual meeting will be held for the General Membership. Members will be notified at least thirty (30) days in advance of the annual meeting. Minutes of meetings shall be kept and distributed to the membership.

Section 3g: Attendance

It is expected that Governance Committee members will attend all meetings in person. If a Governance Committee member cannot attend a Committee meeting, the member may make advance arrangements with the NC Cardinal Program Manager and the hosting site to participate electronically, by conference call or other technology.

Governance Committee members will not send a representative to the meeting as a substitution.

If a Governance Committee member cannot actively participate in more than two (2) consecutive meetings, the member may be replaced for the duration of their term by appointment of the other members of the Governance Committee.

Section 3h: Powers and Authority

The Governance Committee shall provide counsel and support to the State Library of North Carolina and Member Libraries in the operation of NC Cardinal by:

- 1. recommending policy;
- 2. monitoring current research and trends to determine the best practices;
- 3. communicating to the entire membership; and
- 4. reviewing and discussing recommendations from other NC Cardinal Committees and providing a final recommendation.

Topics may cover a wide range of subjects, including information technology, vendor purchases, upgrades, enhancements, support, membership costs, and budget considerations.

NC Cardinal Member Libraries will act upon recommendations approved by the Governance Committee.

Section 3i: Voting

Only Governance Committee members may vote at a Governance Committee meeting. Each Governance Committee member has one (1) vote. This vote must be cast in person. Proxy representation and proxy voting are not allowed. If an elected member cannot attend a Committee meeting, the member has the option of making advance arrangements with the NC Cardinal Program Manager to participate via technology, or forfeit the right to vote at the meeting. A two-thirds (2/3) majority vote among Governance Committee members is required to pass a policy or recommendation.

Section 3j: Non-voting Members

The NC Cardinal Program Manager shall be a non-voting member.

Section 3k: Appeal Process

A Member Library(ies) may request reconsideration of a decision made by the NC Cardinal Governance Committee. A written request for reconsideration must be submitted within fourteen (14) days of the Committee decision. The appeal must include a justification for submitting the request for reconsideration, with supporting facts, and be signed by the submitting Member Library(ies). The Governance Committee will review the request for reconsideration within fourteen (14) days of submission. A written notice of action and/or decision will be distributed by the Governance Committee to the appealing Member Library(ies).

Section 31: Removal

Should it become necessary to dissolve the Governance Committee, a two-thirds (2/3) majority vote of no-confidence from the NC Cardinal membership shall dissolve the Governance Committee. Should the Governance Committee be dissolved, a nominating committee selected from the membership shall propose new candidates.

Section 4: Working Committees

Category-specific NC Cardinal task forces/committees, for example Cataloging or User Experience, will submit recommendations for approval to the Governance Committee. These recommendations will be voted upon for implementation. Voting will adhere to the procedures as outlined Section 3i of these Bylaws.

Section 4a: Creation of Working Committees

Recommendations for new committees are submitted by NC Cardinal Member Libraries directly to NC Cardinal Program Staff or the NC Cardinal Governance Committee. Requests for project- or category-specific committees will be vetted and approved by the NC Cardinal Governance Committee. Committee member nominations will be solicited from Member Library Directors. Final member selections will be determined by NC Cardinal Program Staff according to the following composition:

- 1. at least one (1) member from a Municipal library;
- 2. at least one (1) member from a County library;
- 3. at least one (1) member from a Regional library; and
- 4. other members by level of expertise in the project- or category-specific area.

If the requirement for a member from at least one of each library type is unable to be filled, a temporary member could be added for a one year term, until the next election of members.

Section 5: Amendment of Bylaws

The NC Cardinal Bylaws may be amended at any time by a two-thirds (2/3) majority of vote of Member Libraries. Thirty (30) days prior written notice shall be given to Member Libraries of any proposed amendment. Proposed amendments may originate from the NC Cardinal membership with signatures from one-third (1/3) of the Member Libraries.

The Bylaws shall be reviewed every two (2) years by the NC Cardinal Governance Committee at the beginning of new Committee appointments. The Committee shall recommend any modifications and submit the Bylaws for review and renewal to the Member Libraries with thirty (30) days written notice for a vote to extend or rescind the agreement.

Section 6: Definitions

Library SystemThe organization unit as defined by the Evergreen Software, to be distinguishedfrom branches, book mobiles, etc.

Member Library A library system that participates in the NC Cardinal program.

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Attachment B – NC Cardinal Annual Costs by Library State Fiscal Year 2024-2025

Annual Cost Calculations

- A. During the State Fiscal Year (July 1 June 30) of the Library's migration (year one), the incoming Library shall incur no Branch Costs or Shared ILS Costs. The State Library of North Carolina shall cover the Library's portion of Branch Costs and Shared ILS Costs for the first full fiscal year following migration (year two). The Library shall fund its portion of Branch Costs and Shared ILS Costs and Shared ILS Costs and Shared ILS Costs of Base Level Access to the NC Cardinal ILS beginning with year three of participation in NC Cardinal.
- B. Base Level Access includes access to and use of the NC Cardinal Integrated Library System (ILS) software, hardware maintenance, hardware administration, database administration, Standard Internet Protocol (SIP) services, software upgrades, second-level system support, integral components, and tools related to the statewide resource sharing distribution system.
- **C.** A member Library's annual costs for membership in NC Cardinal shall be calculated based upon the following formula:

Consortial Shared Costs Calculations:

Total Branch Costs	=	50% of Total Consortial Shared Costs
Shared ILS Costs	=	50% of Total Consortial Shared Costs

Library System Costs Calculations:

	Library's Portion of Total Branch	
	Costs	(described in section F)
+	Library's Portion of Shared ILS Costs	(described in section G)
	Total Library Costs	

- **D. Total Consortial Shared Costs** are the program costs shared among members to support and administer the shared ILS software and hardware. These fees provide for:
 - 1) maintenance for server administration;
 - 2) implementation of software upgrades;
 - 3) maintenance of database storage performance optimization;
 - 4) upgrade of server configuration; and
 - 5) support of software issues and problem resolution.
- E. Total Consortial Shared Costs are then divided into two equal parts:
 - 1) Total Branch Costs are divided equally among all qualifying library branches in the consortium.
 - 2) Shared ILS Costs are divided among member libraries according to the calculations described in Section G.
- **F.** The Library's Portion of Branch Costs is composed of the Cost per Branch multiplied by the number Qualifying Branches in that Library System.

- 1) The **Cost per Branch** is the Total Branch Costs divided by the total number of Qualifying Branches throughout the consortium.
- 2) A Qualifying Branch meets the following criteria:
 - a. Is open more than 18 hours per week;
 - b. Stores and circulates items to the general public; and
 - c. Acts as a circulating branch as their primary responsibility.
- 3) Library outlets that are not qualifying branches will not incur the annual fee.
- G. The Library's Portion of Shared ILS Costs is calculated using an income equalization factor in alignment with the formula used to allocate Aid to Public Libraries funds (State Aid). The Per Capita Income of the library's service area (C) is compared to the State's Per Capita Income (B) to generate a ratio of State PCI to service area PCI (D). That ratio is multiplied by the population of the library's service area (A), giving an Adjusted Population Size (E). The Adjusted Population Size of all Cardinal libraries are added up to find the Consortium Adjusted Population, giving a Cost Per Population (H). That amount is then multiplied by the Adjusted Service Area Population for the library to calculate the Library's Portion of Shared ILS Costs (I). These calculations are based on the most recently available figures for population and PCI. Potential year to year increases in Library's Portion of Shared ILS Costs will be capped at 15%.
- H. The Library will receive an Annual Invoice each fiscal year listing Total Library Costs. Payment is due within ninety (90) days from the date of the invoice. Please make checks payable to "NC Dept of Natural & Cultural Resources." Once prepared, please send the payment to one of the following addresses based on your preferred courier service:

If using USPS:	If using FedEx or UPS:
Dept. of Natural and Cultural Resources	Dept. of Natural and Cultural Resources
Attn: Benjamin Murphy	Attn: Benjamin Murphy
4640 Mail Service Center	109 E. Jones Street
Raleigh, NC 27699-4600	Raleigh, NC 27601

I. Total Library Costs FY 2024-2025 for Cumberland County Library System

Branch Fees

Cost Per Branch	\$1,187.50	
	(\$237,500/ 200 branches)	
# of Qualifying 8 Branches		
Branches eligible for fee:	BORDEAUX, CLIFFDALE, CUMBERLAND_HQ, E_CUMBERLAND, HOPE_MILLS, N_CUMBERLAND, SPRING_LAKE, W_CUMBERLAND	
Branches without fee:	GODWIN_LOCKER, CUMBERLAND_OUT	
Branch Costs	\$9,500.00	

Shared ILS Costs

A. 2022 Library Service Area Population	340748
B. 2021 NC PCI	\$34,209
C. 2021 Library Service Area PCI	\$26,899
D. Ratio Library to NC PCI (C / B)	79%
E. Adjusted Service Area Population (D * A)	267934.77
F. Consortium Adjusted Population	3,992,030
G. Consortium Shared Costs	\$237,500
H. Cost Per Population (F / G)	\$0.0594935
I. Library's Uncapped Portion of ILS Costs (H * E)	\$15,940.00
Last Year's Shared ILS Costs	\$14,617.00
This Year's Calculated Percent Change	9%
This Year's Shared ILS Costs Increase Capped at 15%	\$15,940.00
Capped Shared ILS Costs Percent Change	9%

Final Library Costs for FY 24-25

Branch Fees	\$9,500.00	
Shared ILS Costs	\$15,940.00	
Total Library Costs	\$25,440.00	

Contract Signature Page DEPARTMENT OF NATURAL AND CULTURAL RESOURCES STATE LIBRARY OF NORTH CAROLINA Contract #: 3098 - 2025171 Amount: \$25,440

<u>IRAN DIVESTMENT ACT CERTIFICATION</u>. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

<u>E-VERIFY</u>. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

<u>NON-APPROPRIATION CLAUSE:</u> This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

DEPARTMENT OF NATURAL AND CULTURAL RESOURCES STATE LIBRARY OF NORTH CAROLINA

PRINTED NAME: Michelle Underhill

TITLE: State Librarian

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY

County Finance Director

Approved for Legal Sufficiency upon formal execution by all parties.

11/1/ P/34 BY:

County Attorney's Office

projects / Evergreen.git / blob

summary | shortlog | log | commit | commitdiff | tree history | raw | HEAD commit ♥ <u>?</u> search:

+++ git

LP2073127 Replace bootstrap-css-only dependency

[Evergreen.git] / LICENSE.txt

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NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 9/12/2024

SUBJECT: APPROVAL OF AMENDMENT TO THE FAYETTEVILLE AREA METROPOLITAN PLANNING ORGANIZATION (FAMPO) MEMORANDUM OF UNDERSTANDING(MOU)

BACKGROUND

At the June 17, 2024, regular meeting, the Board of Commissioners approved the Fayetteville Area Metropolitan Planning Organization (FAMPO) updated Memorandum of Understanding (MOU) and Boundary Map. Following the County's adoption, the Federal Highway Administration and North Carolina Department of Transportation (NCDOT) are requiring some minor amendments to the approved MOUs from all member jurisdictions for general language clarification and membership requirements.

For procedural and transparency purposes, FAMPO is requesting all member jurisdictions to re-approve the Memorandum of Understanding (MOU) previously approved by the Board in June 2024 with these required amendments.

Attached, please find a redlined MOU abstract which outlines the proposed changes/modifications to the previously approved MOU and a copy of the final MOU with accepted changes/modifications for signature. These changes were approved by the FAMPO Technical Advisory Committee (TAC) at their July 24, 2024, meeting. The TAC is the governing board for FAMPO composed of elected officials from the participating governments in the region.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners approve the updated Memorandum of Understanding.

ATTACHMENTS:

Description

MOU Abstract with modifications Memorandum of Understanding Adopted July 24, 2024 Type Backup Material Backup Material

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MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING FOR THE FAYETTEVILLE URBAN AREA

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area (MPA) after each Census to determine if the existing MPA boundary meets the minimum

statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the Capital Area Metropolitan Planning Organization, Sandhills Metropolitan Planning Organization, Central Pines Rural Planning Organization, Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

Section 3. Establishment of the FAMPO Transportation Advisory Committee

The FAMPO shall be governed by a Transportation Advisory Committee (TAC) which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the <u>board of directors of</u> FAMPO <u>TAC</u> shall consist of the <u>Chief</u> Elected Officials. An Elected Official will represent from the governing boards of each of the General <u>Purpose member</u> Local Governments which are parties <u>party</u> to this agreement; plus an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, to <u>a</u> representative the Transit Operator for the City of Fayetteville; a representative from the Fort <u>Liberty Bragg</u> Military Reservation.; <u>a representative from</u> Division Six of the North Carolina Department of Transportation; and a representative from Division Eight of the North Carolina Department of Transportation. A member of any local elected board may serve as an alternate to the designated TAC member for each member. The MPO staff shall be notified of changes in TAC members and TAC alternate members each year and/or as changes are made. As established in its Bylaws, the TAC may create subcommittees to assist it in carrying out its responsibilities. TAC will meet with the necessary regularity to ensure adequate performance of duties as described herein.

In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Liberty Bragg-Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

TAC Voting members:

- 1. <u>County of Cumberland</u>
- 2. County of Harnett
- 3. County of Hoke
- 4. County of Moore
- 5. County of Robeson
- 6. <u>Town of Eastover</u>
- 7. <u>Town of Erwin</u>

- 8. <u>City of Fayetteville (2)</u>
- 9. Fort Liberty Military Reservation
- 10. Town of Hope Mills
- 11. Town of Parkton
- 12. City of Raeford
- 13. Town of Spring Lake
- 14. North Carolina Board of Transportation Division 6
- 15. North Carolina Board of Transportation Division 8

Section 4. Conduct of Business by the Transportation Advisory Committee (TAC) The FAMPO Transportation Advisory Committee board of directors will meet as often as it deems appropriate and advisable. The Transportation Advisory Committee board of directors will adopt by-laws and select a Chair and Vice-Cehair and conduct its business in accordance with its adopted by- laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §§5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;

5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments.

5.3 Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation.

5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary.

5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process.

5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as adopted by FAMPO Local Government Boards.

5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of Infrastructure Investment and Jobs Act (IIJA) and any other subsequent

transportation funding authorizations.

Section 6. Establishment of the Technical Coordinating Committee (the TCC)

6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC), access to the technical expertise necessary to meet the requirements of federal and state law, a technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.

6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

Voting members:

- 1. City Manager, City of Raeford
- 2. County Manager, County of Cumberland
- 3. County Manager, County of Hoke
- 4. County Manager or Director of Planning and Inspections, County of Moore
- 5. County Manager, County of Robeson
- 6. Town Manager, Town of Eastover
- 7. Manager, Town of Hope Mills
- 8. Manager, Town of Spring Lake
- 9. Town Manager, Town of Erwin
- 10. Director, Cumberland County Planning and Inspections Department
- 11. Director, Fayetteville Area System of Transit (FAST)
- 12. Director, Fayetteville -Cumberland County Parks and Recreation Department
- 13. Director, City of Fayetteville, Public Services
- 14. Director, Cumberland County Engineering and Infrastructure Department
- 15. Director, Fayetteville Regional Airport
- 16. Director, City of Fayetteville, Development Services
- 17. City Traffic Engineer, City of Fayetteville
- 18. Director, Central Pines Rural Planning Organization
- 19. Director, Mid Carolina Rural Planning Organization
- 20. Planner, Lumber River Rural Planning Organization
- 21. Regional Planner, IMD NCDOT
- 22. Manager, Harnett County Planning Services
- 23. Supervisor, Cumberland County Schools Planning Department
- 24. Supervisor, Hoke County Schools Planning Department
- 25. Supervisor, Harnett County Schools Planning Department
- 26. Transportation Planning Division, NCDOT
- 27. Executive Director, Mid-Carolina Council of Governments
- 28. Executive Director, Sustainable Sandhills
- 29. Assoc. Vice-Chancellor for Facilities Management, Fayetteville State University
- 30. Facilities Director, Methodist University
- 31. Facilities Director, Fayetteville Technical Community College

- 32. Directorate of Facilities, Fort Liberty Military Reservation
- 33. Division Engineer, Division Six, Division of Highways, NCDOT
- 34. Division Engineer, Division Eight, Division of Highways, NCDOT

At Large Voting Members, selected by the agency they represent:

- 1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
- 2. Director of Cumberland County Transportation Program

Non-voting members, serving ex-officio:

1. Regional Planner, IMD NCDOT

- 2. Transportation Planner, FHWA, NC Division
- 3. Region IV, Federal Transit Administration (FTA)
- 4. Representative Transportation Planning Division, NCDOT

Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area. The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

Section 10. Conduct of Business by the CAC

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

Section 11. The Executive Director

Administrative coordination for the FAMPO TAC, the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the

selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations and requirements; develop a Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and comment on the proposal or recommendation.

Section 13. Additional Responsibilities of Member Governments

13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.

13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.

13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

Section 14. Funding and Fiscal Matters

14.1. All transportation and related federal aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC, Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the County of Cumberland as the host planning agency. Cumberland County will execute appropriate agreements with funding agencies as provided by the Planning Work Program.

14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.

14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

Section 15. Duration of the Agreement

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	City of Fayetteville
	By
Clerk	Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	Town of Eastover
	By
Clerk	Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	Town of Erwin
	By
Clerk	Mayor

Approval Date:

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

By____

(Seal)

Town of Hope Mills

Clerk

Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

By _____

(Seal)

Town of Parkton

Clerk

Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	City of Raeford
	Ву
Clerk	Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

Town of Spring Lake

Clerk

By_____ Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

Fort Liberty Military Reservation

By _____

Director of Public Works on behalf of the Garrison Commander

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

County of Cumberland

By___

Clerk

Chairman, Board of Commissioners

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)

Clerk

County of Harnett

By _____ Chairman, Board of Commissioners

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

By _

(Seal)

Clerk

County of Hoke

Chairman, Board of Commissioners

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	County of Moore
	By
Clerk	Chairman, Board of Commissioners

Approval Date:

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

By _

(Seal)

Clerk

County of Robeson

Chairman, Board of Commissioners

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

North Carolina Department of Transportation

By _____

Secretary of Transportation

Memorandum of Understanding



Fayetteville Area Metropolitan Planning Organization (FAMPO)

Adopted July 24, 2024

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MEMORANDUM OF UNDERSTANDING FOR COOPERATIVE, COMPREHENSIVE, AND CONTINUING TRANSPORTATION PLANNING FOR THE FAYETTEVILLE URBAN AREA

AMONG

THE CITY OF FAYETTEVILLE, THE TOWN OF EASTOVER, THE TOWN OF HOPE MILLS, THE TOWN OF PARKTON, THE CITY OF RAEFORD, THE TOWN OF SPRING LAKE, THE TOWN OF ERWIN, THE FORT LIBERTY MILITARY RESERVATION, THE COUNTY OF CUMBERLAND, THE COUNTY OF HARNETT, THE COUNTY OF HOKE, THE COUNTY OF MOORE, THE COUNTY OF ROBESON, AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH:

WHEREAS, certain of the parties hereto have previously entered into a Memorandum of Understanding for cooperative, comprehensive, and continuing transportation planning through the Fayetteville Area Metropolitan Planning Organization (FAMPO), which agreement was last amended in December 2014 and amended in May 2021 to add membership for the Fort Liberty Military Reservation; and

WHEREAS, the parties desire to continue that transportation planning through the FAMPO and amend and expand the agreement to include additional parties and clarify their respective roles and responsibilities; and

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C. §134, any amendments thereto, and any implementing regulations; and a Comprehensive Transportation Plan in accordance with North Carolina General Statute §136-66.2; and

WHEREAS, the Metropolitan Transportation Plan serves as the basis for future transportation improvements within the Metropolitan Planning Area; and

WHEREAS, the parties intend that this Memorandum of Understanding shall supersede all prior memoranda of understanding among any of them pertaining to the FAMPO.

NOW THEREFORE, in consideration of the mutual benefits afforded to each party, the parties agree as follows:

Section 1. Boundary of the Metropolitan Planning Area

The Fayetteville Urban Metropolitan Planning Area consists of the Fayetteville Urban Area as defined by the United States Department of Commerce, Bureau of the Census, plus that area beyond the existing urbanized area boundary that is expected to become urbanized within a twenty-year planning period. This area is hereinafter referred to as the Metropolitan Planning Area. Per federal regulation, a Metropolitan Planning Organization, in cooperation with the NCDOT and public transit operators, is required to review the Metropolitan Planning Area (MPA) after each Census to determine if the existing MPA boundary meets the minimum

statutory requirements for new and updated urbanized areas and shall adjust the boundary as necessary. This MOU recognizes the FAMPO's adherence to this regulation and has fulfilled its requirements by completing a formal Boundary Assessment which has involved collaboration and engagement with all agencies within the NCDOT 2050 Travel Demand Model Boundary. Upon adoption of this MOU and its establishment of the FAMPO Boundary, there shall be no additional member agencies of the FAMPO Planning Boundary until the next review of the FAMPO Boundary.

Section 2. Planning Responsibility within the Metropolitan Planning Area

Cooperative, continuing and comprehensive transportation planning shall be undertaken in the Metropolitan Planning Area by the FAMPO in accordance with all applicable federal and state statutes. The FAMPO shall coordinate any transportation planning it undertakes which may have a regional impact with the Capital Area Metropolitan Planning Organization, Sandhills Metropolitan Planning Organization, Central Pines Rural Planning Organization, Mid-Carolina Rural Planning Organization and the Lumber River Rural Planning Organization.

Section 3. Establishment of the FAMPO Technical Advisory Committee

The FAMPO shall be governed by a Technical Advisory Committee (TAC) which shall be the policy making board for the MPO and shall be constituted as follows:

The voting members of the FAMPO TAC shall consist of Elected Officials. An Elected Official will represent each member_Local Governments party to this agreement plus an additional representative from the City Council of Fayetteville, appointed by the Chief Elected Official, a representative the Transit Operator for the City of Fayetteville; a representative from the Fort Liberty Military Reservation. A member of any local elected board may serve as an alternate to the designated TAC member for each member. The MPO staff shall be notified of changes in TAC members and TAC alternate members each year and/or as changes are made. As established in its Bylaws, the TAC may create subcommittees to assist it in carrying out its responsibilities. TAC will meet with the necessary regularity to ensure adequate performance of duties as described herein.

In addition, the board of directors of the FAMPO shall include a non-voting representative from the Federal Highway Administration-North Carolina Division, and a non-voting representative from the Federal Transit Administration-Region IV. The members representing the Fort Liberty Military Reservation and the state and federal agencies shall be selected as determined by the agencies they are representing.

TAC Voting members:

- 1. County of Cumberland
- 2. County of Harnett
- 3. County of Hoke
- 4. County of Moore
- 5. County of Robeson
- 6. Town of Eastover
- 7. Town of Erwin
- 8. City of Fayetteville (2)
- 9. Fort Liberty Military Reservation
- 10. Town of Hope Mills

Town of Parkton
 City of Raeford
 Town of Spring Lake
 North Carolina Board of Transportation - Division 6
 North Carolina Board of Transportation - Division 8

Section 4. Conduct of Business by the Technical Advisory Committee (TAC)

The FAMPO Technical Advisory Committee will meet as often as it deems appropriate and advisable. The Technical Advisory Committee will adopt by-laws and select a Chair and Vice-Chair and conduct its business in accordance with its adopted by- laws. All meetings of the board of directors shall be subject to the Open Meetings Law.

Section 5. Role and Responsibilities of the FAMPO

The FAMPO board of directors will be responsible for carrying out the provisions of 23 U.S.C. §134 (Federal Highway Administration); and 49 U.S.C. §§5303, 5304, 5305, 5306 and 5307(Federal Transit Administration); including the following duties and responsibilities:

5.1. Review and approval of the annual transportation Unified Planning Work Program and any subsequent amendments;

5.2. Review and approval of the Transportation Improvement Program for multimodal capital and operating expenditures to insure coordination between local and State capital and operating improvement programs and any subsequent amendments.

5,3, Review and approval of the Metropolitan Transportation Plan, and subsequent changes thereto, and the Comprehensive Transportation Plan as required by the N.C.G.S. §136-66.2(d). Revisions in the transportation plans must be jointly approved by the FAMPO board of directors and the North Carolina Department of Transportation.

5.4. Endorsement, review and approval of changes to the Federal Highway Administration Functional Classification System, the Adjusted Urbanized Area Boundary and the Metropolitan Planning Area Boundary.

5.5. Endorsement, review and approval of a Prospectus for Transportation Planning which defines work tasks and responsibilities for the various agencies participating in the transportation planning process.

5.6. Establishment of goals and objectives for the transportation planning process reflective of and responsive to such comprehensive plans for growth and development in the Metropolitan Planning Area as adopted by FAMPO Local Government Boards.

5.7. Approval and distribution of federal funds designated for the Metropolitan Planning Area under the provisions of MAP-21 and any other subsequent transportation funding authorizations.

Section 6. Establishment of the Transportation Coordinating Committee (the TCC)

6.1. The parties acknowledge that transportation planning is a specialized field. In order to give the FAMPO, through its duly constituted Transportation Advisory Committee (the TAC),

access to the technical expertise necessary to meet the requirements of federal and state law, a Technical Coordinating Committee (the TCC) shall be established with the responsibility for advising the FAMPO on the technical aspects of the transportation planning process, performing such technical analysis as necessary to support transportation planning and making recommendations to the FAMPO and local and State governmental agencies for any necessary actions relating to the continuing transportation planning process.

6.2. Membership of the TCC shall include technical representation from all local and State governmental agencies directly related to and concerned with the transportation planning process for the Metropolitan Planning Area and shall consist of the following:

Voting members:

- 1. City Manager, City of Raeford
- 2. County Manager, County of Cumberland
- 3. County Manager, County of Hoke
- 4. County Manager or Director Planning and Inspections, County of Moore
- 5. County Manager, County of Robeson
- 6. Town Manager, Town of Eastover Town
- 7. Manager, Town of Hope Mills Town
- 8. Manager, Town of Spring Lake
- 9. Town Manager, Town of Erwin
- 10. Director, Cumberland County Planning and Inspections Department
- 11. Director, Fayetteville Area System of Transit (FAST)
- 12. Director, Fayetteville -Cumberland County Parks and Recreation Department
- 13. Director, City of Fayetteville, Public Services
- 14. Director, Cumberland County Engineering and Infrastructure Department
- 15. Director, Fayetteville Regional Airport
- 16. Director, City of Fayetteville, Development Services
- 17. City Traffic Engineer, City of Fayetteville
- 18. Director, Central Pines Rural Planning Organization
- 19. Director, Mid Carolina Rural Planning Organization
- 20. Planner, Lumber River Rural Planning Organization
- 21. Regional Planner, IMD NCDOT
- 22. Manager, Harnett County Planning Services
- 23. Supervisor, Cumberland County Schools Planning Department
- 24. Supervisor, Hoke County Schools Planning Department
- 25. Supervisor, Harnett County Schools Planning Department
- 26. Transportation Planning Division, NCDOT
- 27. Executive Director, Mid-Carolina Council of Governments
- 28. Executive Director, Sustainable Sandhills
- 29. Assoc. Vice-Chancellor for Facilities Management at Fayetteville State University
- 30. Facilities Director, Methodist University
- 31. Facilities Director, Fayetteville Technical Community College
- 32. Directorate of Facilities, Fort Liberty Military Reservation
- 33. Division Engineer, Division Six, Division of Highways, NCDOT
- 34. Division Engineer, Division Eight, Division of Highways, NCDOT

At Large Voting Members, selected by the agency they represent:

- 1. President/C.E.O. of the Fayetteville -Cumberland County Chamber of Commerce
- 2. Director of Cumberland County Transportation Program

Non-voting members, serving ex-officio:

- 1. Transportation Planner, FHWA, NC Division
- 2. Region IV, Federal Transit Administration (FTA)

Section 7. Conduct of Business by the TCC

The TCC will meet as often as it deems appropriate and advisable. The TCC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by-laws. All meetings of the TCC shall be subject to the Open Meetings Law.

Section 8. Role and Responsibilities of the TCC

The TCC shall be responsible for development, review, and recommendation for approval of the Prospectus, Transportation Improvement Program, Federal-Aid Urban System and Boundary, revisions to the Transportation Plan, planning citizen participation, and documentation reports on the transportation study.

Section 9. Establishment of the Citizens Advisory Committee (the CAC)

There shall also be a Citizens Advisory Committee (the CAC) established consisting of no less than 11 and not more than 17 interested citizens who reside within the Metropolitan Planning Area, The members of the CAC shall be appointed by the FAMPO board of directors and shall be selected to represent areas of interest and interest groups, including traditionally underrepresented members of the community, to address such interests as bicycle paths, pedestrian greenways, environmental concerns, road safety, traffic congestion, freight, rail and transit and with representatives including advocates for the disabled, seniors and minorities.

Section 10. Conduct of Business by the CAC

The CAC will meet as often as it deems appropriate and advisable to make recommendations to the TAC and the TCC. The CAC will adopt by-laws and select a Chair and Vice-chair and conduct its business in accordance with its adopted by- laws. All meetings of the CAC shall be subject to the Open Meetings Law.

Section 11. The Executive Director

Administrative coordination for the FAMPO (TAC), the TCC and the CAC will be performed by an Executive Director. The Executive Director shall be selected by a panel consisting of the Development Services Director and the Public Services Director for the City of Fayetteville, the Director of Planning and Inspections for Cumberland County, and the managers or the designees of the managers of the towns of Hope Mills and Spring Lake. The Executive Director shall become an employee of Cumberland County, subject to the provisions of Cumberland County's personnel rules and policies, assigned to the Cumberland County Planning and Inspections Department and report to the county's Director of Planning and Inspections. The Executive Director shall select such other staff as may be budgeted in accordance with the selection and recruitment rules and policies of Cumberland County. All staff selected by the Executive Director shall become employees of Cumberland County assigned to the Cumberland County Planning and Inspections Department and subject to the provisions of the Cumberland County Planning and Inspections Department and subject to the provisions of the County's personnel rules and policies.

Section 12. Role and Responsibilities of the Executive Director

12.1. The Executive Director shall serve *ex officio* as the Secretary of the FAMPO Board of Directors (the TAC), the TCC and the CAC and shall be responsible to arrange the meetings and agendas and maintain the minutes and records of each. In addition, the Executive Director shall prepare the Prospectus, the Unified Planning Work Program the (UPWP), a Transportation Improvement Program in accordance with federal and state regulations; maintain the Transportation Plan in accordance with federal and state regulations; maintain the Transportation Plan; execute the transportation planning process in accordance with federal and state laws and regulations; prepare invoices and progress reports in accordance with federal, state, and local requirements; structure the public involvement process needed to ensure that the UPWP, Transportation Plan, Transportation Improvement Program, and any transportation conformity determinations meet federal requirements; and consult with the FAMPO TAC, TCC and CAC regarding the best approaches to performing the duties listed above.

12.2. In advance of making any proposal or recommendation to the TAC, the TCC or the CAC, the Executive Director shall provide such recommendation to the chief planning official for every jurisdiction within the Metropolitan Planning Area which may be impacted by such proposal or recommendation in sufficient time for the chief planning official to review and comment on the proposal or recommendation.

Section 13. Additional Responsibilities of Member Governments

13.1. The representative from each Local Government on the FAMPO board of directors shall be responsible for instructing the clerk of his/ her local government to provide to the Executive Director copies of the minutes of any action taken by his/her local government which involves any MPO plan.

13.2. Each member signatory local government shall coordinate zoning and subdivision approval in their respective jurisdictions in accordance with the FAMPO adopted transportation plan.

13.3. As the host agency, the Cumberland County Planning and Inspections Department will serve as the Lead Planning Agency for transportation planning in the Metropolitan Planning Area. All other member signatory local governments will assist in the transportation planning process by providing planning assistance, data, and inventories in accordance with the Prospectus for Transportation Planning.

Section 14. Funding and Fiscal Matters

14.1. All transportation and related federal aid planning grant funds available to promote the cooperative transportation planning process will be expended in accordance with the Unified Planning Work Program adopted by the TAC, Administration of funding in support of the Transportation Planning Process on behalf of the TAC will be conducted by the County of Cumberland as the host planning agency. Cumberland County will execute appropriate agreements with funding agencies as provided by the Planning Work Program.

14.2. The local match for the Federal Aid planning funds will be determined based on the current federal matching requirements. The signatory General Purpose Local Governments will contribute to the local match requirement based on their percentage of the population within the Metropolitan Planning Area at the most recent decennial census. Only the non-municipal

population of those portions of counties located within the Metropolitan Planning Area shall be counted for counties. Member governments may also be asked to contribute additional local funding for projects wholly within their jurisdictional limits.

14.3. The fair market rental value of the office space provided by the Cumberland County Planning and Inspections Department as the host agency will be counted toward Cumberland County's match as an in-kind contribution. The fair market value of the rent shall be figured as the same annual rate per square foot that Cumberland County receives from the State of North Carolina for any other county-owned office space rented by the State.

Section 15. Duration of the Agreement

Any party may terminate its participation in the MPO and remove itself from this Agreement by giving sixty days' advance notice in a writing signed by the Chief Elected Official, if a local government, or by the chief executive officer of the agency, if not a local government. This notice shall be delivered to the Chairman of the FAMPO Board of Directors and to the Executive Director.

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	City of Fayetteville
	By
Clerk	Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)		Town of Eastover
	By	
Clerk		Mayor

IN WITNESS WHEREOF, the parties to this Memorandum of Understanding have been authorized by appropriate action to sign the same, the City of Fayetteville by its Mayor, the Town of Eastover by its Mayor, the Town of Erwin by its Mayor, the Town of Hope Mills by its Mayor, the Town of Parkton by its Mayor, the City of Raeford by its Mayor, the Town of Spring Lake by its Mayor, Fort Liberty Military Reservation by its Director of Public Works, the County of Cumberland by its Chair, the County of Harnett by its Chair, the County of Hoke by its Chair, the County of Moore by its Chair, the County of Robeson by its Chair and the North Carolina Department of Transportation by the Secretary of Transportation.

(Seal)	Town of Erwin
	By
Clerk	Mayor

Approval Date:

By_____

(Seal)

Clerk

Town of Hope Mills

Mayor

By_

(Seal)

Town of Parkton

Clerk

Mayor

(Seal)	City of Raeford
	By
Clerk	Mayor

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Town of Spring Lake

Clerk

By _____ Mayor

Fort Liberty Military Reservation

By _____

Director of Public Works on behalf of the Garrison Commander

(Seal)

County of Cumberland

By_

Clerk

Chairman, Board of Commissioners

(Seal)

Clerk

County of Harnett

By _____ Chairman, Board of Commissioners

Approval Date:

By _

(Seal)

County of Hoke

Clerk

Chairman, Board of Commissioners

(Seal)	County of Moore
	By
Clerk	Chairman, Board of Commissioners

Approval Date:

By _

(Seal)

Clerk

County of Robeson

Chairman, Board of Commissioners

North Carolina Department of Transportation

By _____ Secretary of Transportation



ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP
- DATE: 9/11/2024

SUBJECT: APPROVAL OF CAPITAL PROJECT BUDGET ORDINANCE AMENDMENT B250150 FOR THE CROWN EVENT CENTER PROJECT

BACKGROUND

When the Capital Project Budget Ordinance was initially approved for the Crown Event Center project in April 2022, it included a \$2.5 million transfer from the Food and Beverage Fund Balance "to support initial expenditures, to be later reimbursed by proceeds from a borrowing upon approval by the Local Government Commission."

Now that design development has been completed, and the revised project budget is at \$144,455,422, it is anticipated that up to \$30 million will be required to move forward with the initial construction phases of site work and demolition, and early structural (turnkey concrete and structural steel) and switchgear procurement. Staff have met with the County's Financial Advisors, DEC Associates, who have recommended that the \$30 million be temporarily transferred from the General Government Capital Investment Fund to the project and reimbursed once the debt is issued.

Staff requests approval of Capital Project Budget Ordinance Amendment B250150, which includes a transfer of \$30 million from the General Government Capital Investment Fund, which will be reimbursed in full by borrowing proceeds upon approval by the Local Government Commission.

This item was presented to the Board of Commissioners Crown Event Center Committee on September 11, 2024, and the Committee voted unanimously to recommend approval by the Board of Commissioners at the September 16, 2024 Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of Capital Project Budget Ordinance Amendment B250150 for the Crown Event Center Project.



NORTH CAROLINA

BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 9/11/2024

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE SEPTEMBER 16, 2024 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

Innovative Court Grant Fund 241

1) Administrative Office of the Courts (AOC) Veterans Court FY22 – Budget Ordinance Amendment B251057 to increase the grant fund in the amount of \$113,128 and to decrease fund balance in the amount of \$182,945

The Board is requested to approve Budget Ordinance Amendment B251057 to increase the grant fund in the amount of \$113,128 and to decrease fund balance in the amount of \$182,945. The decrease to the fund balance is to balance the organizations revenue fund with the offset of the grant revenue. There is also a decrease to the contracted services in the amount of \$69,817 to align with the grant. These funds will be used to support the treatment court services supervisor. This grant award was approved at the Board of Commissioners meeting on October 16, 2023.

Please note this amendment requires a decrease to Administrative Office of the Courts Veterans Court FY22 fund balance.

Human Trafficking WORTH Fund 242

2)Human Trafficking WORTH – Budget Ordinance Amendment B251047 to increase grant funds in the amount of \$118,088 and to decrease fund balance in the amount of \$102,895

The Board is requested to approve Budget Ordinance Amendment B251047 to increase grant funds in the amount of \$118,088 and to decrease fund balance in the amount of \$102,895. The amount of \$7,193 will be used to continue to provide services for the treatment court. The decrease to the fund balance is to balance the organizations revenue fund with the offset of the grant revenue. This grant award was approved at the Board of Commissioners meeting on October 16, 2023.

Please note this amendment requires a decrease to the Human Trafficking WORTH fund balance.

REGARDING THE FOLLOWING ITEMS #3-#42 PLEASE NOTE:

Each fiscal year, County departments may have projects that have been approved and initiated but were not complete by the fiscal year end (6/30/24) or items ordered that had not been received by fiscal year end. These projects or items were approved in the Fiscal Year 2024 budget; however, the money was not spent by June 30, 2024.

The following amendments seek to bring those funds forward from FY 2024 into the current fiscal year, allowing departments to complete and pay for these projects and items. These revisions are not using 'new' funds but are recognizing the use of FY24 funds in FY25.

General Fund 101

3) Public Information Office – Budget Ordinance Amendment B250029 to re-appropriate funds in the amount of \$4,455

The Board is requested to approve Budget Ordinance Amendment B250029 to re-appropriate funds in the amount of \$4,455. These funds were used for the purchase of the teleprompter and accessories. These items were received before June 30, 2024; however, the invoices were received after July 1, 2024.

4) Facilities Maintenance – Budget Ordinance Amendment B250086 to re-appropriate FY24 funds in the amount of \$9,844

The Board is requested to approve Budget Ordinance Amendment B250086 to re-appropriate FY24 funds in the amount of \$9,844. These funds will be used for the fire sprinkler system project at the Safe Landing group home that was approved during the FY24 budget process but will not be completed until FY25.

5) Central Maintenance – Budget Ordinance Amendment B250090 to re-appropriate FY24 funds in the amount of \$992,624

The Board is requested to approve Budget Ordinance Amendment B250090 to re-appropriate FY24 funds in the amount of \$992,624. These funds are needed to complete vehicle and equipment purchases that were ordered but not received in FY24. These are not expected to arrive until FY25. These purchases were approved during the FY24 budget process.

6) Innovation and Technology Services – Budget Ordinance Amendment B250152 to re-appropriate FY24 funds in the amount of \$146,992

The Board is requested to approve Budget Ordinance Amendment B250152 to re-appropriate FY24 funds in the amount of \$146,992. These funds will be used to move the computer server and continue to work on the time clock project that was started in FY24 but will not be completed until FY25.

7) General Government Other – Budget Ordinance Amendment B250093 to re-appropriate FY24 funds in the amount of \$176,933

The Board is requested to approve Budget Ordinance Amendment B250093 to re-appropriate FY24 funds in the amount of \$176,933. These funds will be used to complete the scanning project that was started in FY24 but will not be completed until FY25.

8) General Government Other – Budget Ordinance Amendment B250149 to re-appropriate funds in the amount of \$230,301

The Board is requested to approve Budget Ordinance Amendment B250149 to re-appropriate funds in the amount of \$230,301. These funds are needed to complete the Employee Childcare Center purchases ordered in FY24 but will not be received until FY25.

9) General Government Other – Budget Ordinance Amendment B251064 to re-appropriate funds in the amount of \$7,434,117

The Board is requested to approve Budget Ordinance Amendment B251064 to re-appropriate funds in the amount of \$7,434,117. These funds are from the American Rescue Plan expenditure category 3.2 and will be used as follows: Fayetteville State University: \$229,713 to reimburse costs specific to the Historically Underutilized Business Program. Library: \$68,630 to purchase hotspots. Cape Fear Valley Hospital: \$589,451 for the paramedics and the Narcan. The remaining unallocated funds in the amount of \$6,546,323 will be allocated to a specific purpose as approved by the Board of Commissioners in the future.

10) Sheriff's Office Grants – Budget Ordinance Amendment B250116 to re-appropriate FY24 grant funds from the United States Department of Justice in the amount of \$185,948

The Board is requested to approve Budget Ordinance Amendment B250116 to re-appropriate FY24 grant funds from the United States Department of Justice in the total amount of \$185,948. These grant funds were approved during FY24 and will be spent in FY25.

11) Emergency Services – Budget Ordinance Amendment B251100 to re-appropriate FY24 funds in the amount of \$136,623

The Board is requested to approve Budget Ordinance Amendment B251100 to re-appropriate FY24 funds in the amount of \$136,623. These funds will be used to complete the computer software items and the upfit of the vehicle started in FY24 but will not be completed until FY25.

12) Emergency Services – Budget Ordinance Amendment B250236 to re-appropriate FY24 funds in the amount of \$4,256

The Board is requested to approve Budget Ordinance Amendment B250236 to re-appropriate FY24 funds in the amount of \$4,256. These funds will be used to pay a prior year invoice. The charges were incurred before June 30, 2024; however, the invoice was not received until after July 1, 2024.

13) Adult Drug Treatment Court – Budget Ordinance Amendment B250148 to re-appropriate grant funds from the Office of Justice Programs Bureau of Justice Assistance for the Adult Drug Treatment Court Enhanced Project in the amount of \$168,295 and a county match of \$55,561 to align the budget to match the Bureau of Justice Assistance Program allocations

The Board is requested to approve Budget Ordinance Amendment B250148 to re-appropriate grant funds from the Office of Justice Programs Bureau of Justice Assistance for the Adult Drug Treatment Court Enhancement Project in the amount of \$168,295 and a county match of \$55,561. This revision also aligns with

the federal budget and represents an increase to the salary and benefits expenditures in the amount of \$69,025. These funds will be utilized by the court system for personnel costs, counseling services, intense supervision, individualized treatment plans, and support services. The grant period is from October 1, 2023 through September 30, 2027. This grant award was approved at the October 16, 2023 Board of Commissioners' meeting.

14)Adult Drug Court – Budget Ordinance Amendment B250147 to re-appropriate grant funds from the Bureau of Justice Assistance Adult Drug Court Discretionary Grant Program in the amount of \$54,662 and a local match in the amount of \$8,867

The Board is requested to approve Budget Ordinance Amendment B250147 to re-appropriate grant funds from the Bureau of Justice Assistance Adult Drug Court Discretionary Grant Program in the amount of \$54,662 and a county match in the amount of \$8,867. These funds will be used for additional services, supplies, and training. The grant period is from October 1, 2022 through September 30, 2026. This grant was extended by one year, the end date is now September 30, 2027.

15) Veterans Treatment Court – Budget Ordinance Amendment B250153 to re-appropriate grant funds from the Office of Justice Programs Bureau of Justice Assistance for the District 12 Veterans Treatment Court Early Identification and Support Services Enhancement Project in the amount of \$188,084 and to align the budget to match the allocations from the Bureau of Justice Assistance Program

The Board is requested to approve Budget Ordinance Amendment B250153 to re-appropriate FY24 grant funds from the Office of Justice Programs Bureau of Justice Assistance for the District 12 Veterans Treatment Court Early Identification and Support Services Enhancement Project in the amount of \$188,084. This revision also aligns the budget with the Bureau of Justice Assistance Program allocations representing an increase to the salary and benefits lines in the amount of \$69,025. These funds will be utilized by the court system for personnel costs, clinical management, traditional housing, transportation, treatment, and support services. The grant period is from October 1, 2023 through September 30, 2027. This grant award was approved at the October 16, 2023 Board of Commissioners' meeting.

16) Public Safety Other – Budget Ordinance Amendment B250052 to re-appropriate FY24 funds in the amount of \$550,000

The Board is requested to approve Budget Ordinance Amendment B250052 to re-appropriate FY24 funds in the amount of \$550,000. These funds will be used for the HazMat vehicle that will be shared with the City of Fayetteville. The vehicle was ordered in FY23 but will not be delivered until FY25.

17) Public Health – Budget Ordinance Amendment B250499 to re-appropriate funds in the amount of \$41,619

The Board is requested to accept and approve Budget Ordinance Amendment B250499 to re-appropriate funds in the amount of \$41,619. These funds will be used to purchase AED related items.

18) Detention Center Health Program – Budget Ordinance Amendment B250115 to re-appropriate FY24 funds in the amount of \$250,000

The Board is requested to approve Budget Ordinance Amendment B250115 to re-appropriate FY24 funds in the amount of \$250,000. These services were rendered prior to June 30, 2024; however, the invoices were received after July 1, 2024.

19) Department of Social Services – Budget Ordinance Amendment B250130 to re-appropriate FY24 funds in the amount of \$26,170

The Board is requested to approve Budget Ordinance Amendment B250130 to re-appropriate FY24 funds in the amount of \$26,170. These funds will be used to purchase iPads, computer cart and the Laserfiche software. These purchases were started in FY24 but will not be completed until FY25.

20) Department of Social Services – Budget Ordinance Amendment B251022 to re-appropriate FY24 funds in the amount of \$46,904

The Board is requested to approve Budget Ordinance Amendment B251022 to re-appropriate FY24 funds in the amount of \$46,904. These funds will be used for computer equipment for the call center operation project. This project was started in FY24 but will not be completed until FY25.

21) Library – Budget Ordinance Amendment B250096 to re-appropriate FY24 funds in the amount of \$28,200

The Board is requested to approve Budget Ordinance Amendment B250096 to re-appropriate FY24 funds in the amount of \$28,200. These funds will be used to purchase books and audiovisual materials. These items were ordered in FY24 but will not be received until FY24.

22) Library Grants – Budget Ordinance Amendment B250088 to re-appropriate FY24 grant funds from the North Carolina Department of Natural and Cultural Resources – State Aid to Public Libraries in the amount of \$208,498

The Board is requested to approve Budget Ordinance Amendment B250088 to re-appropriate FY24 grant funds from the North Carolina Department of Natural and Cultural Resources – State Aid for Public Libraries in the amount of \$208,498. This grant is made possible by funding from the Federal Institute of Museum and Library Services under the provisions of the Library Services and Technology Act (LSTA). This grant was approved during the Cumberland County Board of Commissioners' meeting on November 7, 2022. The library is requesting to utilize these funds to purchase a bookmobile.

23) Library Grants – Budget Ordinance Amendment B250097 to re-appropriate funds in the amount of \$3,670

The Board is requested to approve Budget Ordinance Amendment B250097 to re-appropriate funds in the amount of \$3,670. These funds will be used to purchase genealogy and reading materials for the library. These purchases were started in FY24 but will not be completed until FY25.

24) Library Grants – Budget Ordinance Amendment B250099 to re-appropriate FY24 funds in the amount of \$11,797 for the E-Rate program

The Board is requested to approve Budget Ordinance Amendment B250099 to re-appropriate FY24 funds in the amount of \$11,797 for the E-Rate program. These funds are from the Microelectronics Center of North Carolina and are used to support library services such as equipment and computer software.

25) Library Grants – Budget Ordinance Amendment B250108 to re-appropriate FY24 grant funds in the amount of \$18,145

The Board is requested to approve Budget Ordinance Amendment B250108 to re-appropriate FY24 grant funds in the amount of \$18,145. These funds are from the Cumberland County Foundation Inc. and will be

used at the donor's request for books and audiovisual materials for reading programs and to support library programs.

26) Library Grants – Budget Ordinance Amendment B250109 to re-appropriate funds from Friends of the Cumberland County Public Library, Inc. in the amount of \$28,715

The Board is requested to approve Budget Ordinance Amendment B250109 to re-appropriate funds from Friends of the Cumberland County Public Library, Inc. in the amount of \$28,715. These funds will be used for supplies and incentives for the children, teen, and adult programs and supplies. These purchases were started in FY24 but will not be completed until FY25.

27) Library Grants – Budget Ordinance Amendment B250110 to re-appropriate FY24 funds in the amount of \$703

The Board is requested to approve Budget Ordinance Amendment B250110 to re-appropriate FY24 funds in the amount of \$703. These were donations received and will be used to support library programs, services and resources.

28) Cultural Recreation Other – Budget Ordinance Amendment B250047 to re-appropriate FY24 funds in the amount of \$350,000

The Board is requested to approve Budget Ordinance Amendment B250047 to re-appropriate FY24 funds in the amount of \$350,000. These funds will be used to complete the Orange Street School project that was approved during the FY24 budget process and will not be completed until FY25.

29) Planning – Budget Ordinance Amendment B250008 to re-appropriate FY24 funds in the amount of \$27,371

The Board is requested to approve Budget Ordinance Amendment B250008 to re-appropriate FY24 funds in the amount of \$27,371. The funds in the amount of \$16,050 represent services performed in FY24, but the invoice will not be received until FY25. The funds in the amount of \$11,321 from the North Carolina Department of Natural and Cultural Resources – Emergency Supplemental Historical Preservation Fund were originally recognized at the November 7, 2022, Board of Commissioners meeting.

30) Engineering – Budget Ordinance Amendment B250045 to re-appropriate funds in the amount of \$1,745,000

The Board is requested to approve Budget Ordinance Amendment B250045 to re-appropriate funds in the amount of \$1,745,000 to be used for the Inclement Weather Shelter generators. These standby generators will be placed at designated shelter locations. This project was started in FY22 and will not be completed until FY25.

31) Soil Conservation District – Budget Ordinance Amendment B251125 to re-appropriate grant funds from the Emergency Watershed Protection Program in the amount of \$2,068

The Board is requested to approve Budget Ordinance Amendment B251125 to re-appropriate grant funds from the Emergency Watershed Protection Program in the amount of \$2,068. This project was started in FY24 but will not be completed until in FY25.

32) Economic Physical Development Other – Budget Ordinance Amendment B250046 to reappropriate funds in the amount of \$17,493

The Board is requested to approve Budget Ordinance Amendment B250046 to re-appropriate funds in the amount of \$17,493. These funds will be used for the Sand Hills Road site project that was started in FY24 but will not be completed until FY25.

Capital Investment Fund 107

33) Maintenance and Repairs – Budget Ordinance Amendment B250085 to re-appropriate FY24 funds in the amount of \$484,256

The Board is requested to approve Budget Ordinance Amendment B250085 to re-appropriate FY24 funds in the amount of \$484,256. These funds are needed to complete the maintenance and repair projects that were budgeted in FY24 but will not be completed until FY25.

34) Preliminary Capital – Budget Ordinance Amendment B250170 to re-appropriate funds in the amount of \$7,950,000

The Board is requested to approve Budget Ordinance Amendment B250170 to re-appropriate funds in the amount of \$7,950,000. These funds will be used for the Civil War Museum and the African American Museum.

35) Capital Investment – Technology – Budget Ordinance Amendment B250131 to re-appropriate FY24 funds in the amount of \$679,464

The Board is requested to approve Budget Ordinance Amendment B250131 to re-appropriate FY24 funds in the amount of \$679,464. These funds are for the library's audio-visual equipment, NovusAGENDA software upgrade, the time clock software and the Public Health bi-directional antenna projects that were approved in FY24 but will not be completed until FY25.

36) Capital Investment Fund – Budget Ordinance Amendment B250028 to re-appropriate Fayetteville Technical Community College (FTCC) funds in the amount of \$1,367,735

The Board is requested to approve Budget Ordinance Amendment B250028 to re-appropriate Fayetteville Technical Community College (FTCC) funds in the amount of \$1,367,735. This amount represents unspent funds for FTCC Capital Outlay.

Special Fire District Fund 220

37) Fire District Incentives – Budget Ordinance Amendment B250032 to re-appropriate FY24 grant funds in the amount of \$114,477

The Board is requested to approve Budget Ordinance Amendment B250032 to re-appropriate FY24 grant funds in the amount of \$114,477. These funds will be used to pay for fire equipment that was ordered in FY24 but will not be received until FY25 due to supply chain issues.

Emergency Telephone System Fund 260

38) Emergency Telephone – Budget Ordinance Amendment B251088 to re-appropriate FY24 funds in the amount of \$18,765

The Board is requested to approve Budget Ordinance Amendment B251088 to re-appropriate FY24 funds in the amount of \$18,765. These funds will be used to pay for the maintenance and repairs on the radios. This

was started in FY24 but will not be completed until FY25.

Community Development Home Fund 266

39) Home Administration, Home Housing Activity – Budget Ordinance Amendment B251117 to reappropriate FY24 funds and to align the budget with the U.S. Department of Housing and Urban Development IDIS budget in the amount of \$1,252,677

The Board is requested to approve Budget Ordinance Amendment B251117 to re-appropriate the following amounts and to align the budget with the U.S. Department of Housing and Urban Development IDIS budget: \$209,145 in Home Administration funds and \$1,043,532 in Home Housing Activities funds. These funds will be used for operational expenses.

Solid Waste Fund 625

40) Solid Waste Wilkes Road – Budget Ordinance Amendment B250041 to re-appropriate FY24 funds in the amount of \$1,273,466

The Board is requested to approve Budget Ordinance Amendment B250041 to re-appropriate FY24 funds in the amount of \$1,273,466. These funds are needed to complete various projects and equipment purchases that were budgeted in FY24 and will not be completed or received until FY25.

41) Solid Waste Wilkes Road – Budget Ordinance Amendment B250084 to re-appropriate grant funds from Building Resilient Infrastructure Communities Grant in the amount of \$112,500 and a county match in the amount of \$37,500

The Board is requested to accept and approve Budget Ordinance Amendment B250084 to re-appropriate grant funds from the Building Resilient Infrastructure Communities Grant in the amount of \$112,500 and a county match in the amount of \$37,500. These funds will be used to prepare a comprehensive vegetation waste management plan. This amendment requires appropriation of Solid Waste fund balance.

42)Solid Waste Maintenance – Budget Ordinance Amendment B250079 to re-appropriate FY24 funds in the amount of \$30,709

The Board is requested to approve Budget Ordinance Amendment B250079 to re-appropriate FY24 funds in the amount of \$30,709. These funds are needed to complete the maintenance shed project. This project was budgeted in FY24 and will not be completed until FY25.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



NORTH CAROLINA

EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 9/11/2024

SUBJECT: AMENDMENTS TO THE LOCAL EMERGENCY PLANNING COMMITTEE BYLAWS

BACKGROUND

The Local Emergency Planning Committee (LEPC) is a crucial entity within Cumberland County, established in accordance with the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986. The primary purpose of the LEPC is to facilitate the planning and coordination of chemical emergency responses within the community, ensuring that our citizens are protected and that emergency response operations are effective and timely.

The LEPC is responsible for developing, reviewing, and updating emergency response plans, which includes maintaining a comprehensive inventory of hazardous chemicals present in the community. To ensure that these responsibilities are met, the LEPC works in collaboration with local government agencies, emergency responders, industry representatives, and the public.

In our ongoing efforts to maintain full compliance with all State and Federal regulations, the LEPC has recently undertaken a thorough review of its bylaws. This review process has identified areas where updates and revisions are necessary to align with current regulations and best practices. The LEPC plays a vital role in safeguarding our community, and these updates are a necessary step to strengthen our preparedness and response capabilities.

On August 22, 2024, the committee met and unanimously approved the proposed revisions.

RECOMMENDATION / PROPOSED ACTION

At the September 12, 2024 Agenda Session meeting, the Board approved. placing the proposed action below as a Consent Item on the September 16, 2024 Board of Commissioner's Meeting agenda:

• Emergency Services staff recommend placing the amendment of the LEPC by-laws on the September 16, 2024 Regular Board of Commissioners meeting agenda as a consent item.

ATTACHMENTS:

Description

LEPC Bylaw revised for approval.

Type Backup Material

ARTICLE I

<u>NAME</u>

This organization shall be known as the Cumberland County Local Emergency Planning Committee (CCLEPC).

ARTICLE II

PURPOSE

The duties and activities of the CCLEPC are those set forth by the Cumberland County Board of Commissioners in accordance with, but not limited to, Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

The CCLEPC shall:

- 1. Establish procedures for reviewing and processing requests from the public for information under Section 324 of SARA.
- 2. Notify the public of all CCLECP meeting and activities.
- 3. Develop, maintain, and update Title III, SARA Emergency Response Plan in conjunction with Cumberland County Office of Emergency Management. In developing this plan, the committee will evaluate resources for preparing for and responding to a potential emergency or disaster. These plans will be integrated with Cumberland County's Emergency Operations Plan.
- 4. Review emergency plans submitted by the subcommittees and make recommendations on revisions of the plans that may be necessary to ensure coordination of such a plan with emergency response plans of other emergency planning agencies.

ARTICLE III

Membership

SECTION 1. <u>Appointment of Members.</u> The CCLEPC shall consist of as many members as are deemed necessary by the Cumberland County Board of Commissioners, and the North Carolina Emergency Response Commission, in accordance with Title III of SARA with a minimum of thirteen (13) members.

- 1. All appointments to the committee shall be made by the Cumberland County Board of Commissioners and approved by the North Carolina Emergency Response Commission.
- 2. The members of the committee shall have the ability, commitment, authority, and resources to properly function.

- 3. The committee shall possess or have ready access to a wide range of expertise relating to the community, the industrial facilities and transportation, and the mechanics of emergency response and response planning.
- 4. The committee shall be representative of all elements of the community with a substantial interest in reducing the risks posed by hazardous materials.
- 5. Anyone who wishes to serve on the CCLEPC must fill out a membership application which can be found on the CCLEPC website. Completed membership applications shall be submitted electronically to the Cumberland County Clerk of the Board. All membership applications will be reviewed by the Cumberland County Board of Commissioners.

SECTION 2. <u>Term of Members.</u> The initial members of the committee, other than ex-officio members and military representatives shall serve terms of three (3) years. Upon the expiration of the term of the initial members, the Board of County Commissioners shall appoint, at its sole discretion, one-third (1/3) of the members, excluding ex-officio members and military representatives, to terms of one (1) year, one-third (1/3) to terms of two (2) years, and one-third (1/3) to terms of three (3) years. Subsequently, all members, excluding ex-officio members and military representatives, shall be appointed for three (3) year terms.

If a member is separated from the agency from which they represent, they may remain on the CCLECP if their new position is a similar position in industry or government and the current CCLEPC agrees by majority. If these conditions do not apply, then they will be removed from the CCLEPC in that position. This rule will supersede any unfilled term and result in a vacancy.

SECTION 3. Ex-Officio Members and Military Representatives

- a. The following membership positions are designated as ex-officio members, with full voting rights: County Commissioner Liaison, County Manager, Fayetteville City Manager, Emergency Services (Management) Director, Cumberland County E.M. Coordinator and Hazardous Materials Response Team Leader. The persons holding such positions shall be appointed as members for so long as they hold their position.
- b. The Senior/Garrison Commander at Fort Liberty will be requested to nominate one committee member for appointment by the Cumberland County Board of Commissioners and approval by the North Carolina Emergency Response Committee for an indefinite term consistent with the needs of the installations with full voting rights.

SECTION 4. <u>Inactive Members.</u> Appointed members shall be considered inactive when they have missed more than two (2) consecutive committee meetings without notification to the committee chairman or staff office of significant reasons why they were unable to attend the meetings.

SECTION 5. <u>Removal of Members</u>. SECTION 2 of **ARTICLE III** notwithstanding, all inactive members of the CCLEPC shall be subject to removal by the Cumberland County Board of Commissioners.

SECTION 6. <u>Vacancies</u>. Vacancies in memberships of the committee shall be filled by the Cumberland County Board of Commissioners for the remainder of the unexpired term.

SECTION 7. <u>SERC Reporting.</u> The CCLEPC membership roster will be forwarded to the State Emergency Response Commission.

ARTICLE IV

OFFICERS

SECTION 1. <u>Named</u> The officers of the committee shall consist of a Chairman, a Vice-Chairman, and a Secretary.

SECTION 2. <u>Election and Term.</u> At the first meeting of each calendar year, the committee shall elect from its own membership, a Chairman, Vice-Chairman and Secretary who shall serve for one (1) year or until their death, resignation, retirement, removal, disqualification, or their successor shall have been elected and qualified. Mid-term replacements will be by election in regular manner.

SECTION 3. <u>Removal.</u> The Chairman, Vice-Chairman, or Secretary may be removed by a threefifths (3/5) vote of the committee whenever in its judgment the best interests of the committee will be served thereby.

ARTICLE V

DUTIES OF THE OFFICERS

SECTION 1. <u>Duties of the Chairman.</u> The chairman shall preside at all meetings of the committee, preserve order during its meetings, appoint all subcommittees, serve as an ex-officio member of such committees, and sign all minutes, and such records, vouchers, or other documents connected with the work of the committee requiring such signature. On an annual basis, the Chairman shall develop and review goals and objectives with Emergency Management Staff. These goals and objectives shall be presented to the CCLEPC members for approval by vote.

SECTION 2. <u>Duties of the Vice-Chairman</u>. In the absence of the Chairman or in the event of his inability or refusal to act, the Vice-Chairman, unless otherwise determined by the committee, shall perform the duties of the Chairman, and when so acting shall have all the powers of the Chairman. He shall exercise such other duties as from time to time may be assigned to him by the Chairman of the committee.

SECTION 3. <u>Duties of the Secretary.</u> The Secretary shall have charge of all books, papers, records, and other documents of the committee; shall keep the minutes of all meetings of the committee and the executive board thereof; shall conduct all correspondence pertaining to the office of the Secretary; shall compile statistics and other data as may be required for the use of

the members of the committee; and shall perform such other duties as may be directed by the committee or by the executive board.

ARTICLE VI

Role of Cumberland County Office of Emergency Management

The committee may use the personnel of an existing agency with the approval of the agency's head. The committee shall have no permanent staff.

Cumberland County Office of Emergency Management will provide staff support, with the approval of the Cumberland County Emergency Services Director, to the CCLEPC to meet the requirements set for them through Local, State and Federal legislation.

Cumberland County Office of Emergency Management will act as the liaison between the CCLEPC and the Board of County Commissioners, and the State Emergency Response Commission.

A member of the Cumberland County Office of Emergency Management will serve as the authorizing authority to grant access to the local electronic reporting database (Cumberland County uses E-Plan). Local authorization is typically provided to first responders, emergency managers, public officials, etc. depending on their roles and responsibilities.

Cumberland County Office of Emergency Management will be responsible for submission of the Emergency Response Plan to the State Emergency Response Commission for review.

It is the responsibility of the Cumberland County Office of Emergency Management to process requests for public information, receive chemical inventory reports, receive incident notification from local industry, and inform the CCLEPC of major events within the County at a regularly scheduled CCLEPC meeting. The Emergency Management Coordinator or their designee will serve as coordinator for EPCRA information, which includes receiving EPCRA reports from facilities and distributing information requested by the public.

All files and records will be maintained by the Cumberland County Office of Emergency Management.

ARTICLE VII

MEETINGS

SECTION 1. <u>Regular Meetings</u>. The committee shall meet at least quarterly for regular meetings.

SECTION 2. <u>Special Meetings</u>. The Chairman may call such special meetings as may be deemed necessary to carry out the duties of the committee. Upon the written request of at least four (4) members, the Chairman shall call a meeting within seventy-two (72) hours.

SECTION 3. <u>Hearings</u>. The committee shall hold such hearings as it may deem necessary and desirable at such times and places as may be determined by a majority vote of the committee in regular meetings in accordance with Sec. 324 of SARA.

SECTION 4. <u>Quorum</u>. A quorum shall consist of one-half plus one committee members excluding Ex-Officio designated members. A quorum shall be required to transact business.

SECTION 5. <u>Agenda</u>. Any member may request that the Chairman place an item on the agenda. If the Chairman declines to do so, a member may have such item placed on the agenda by submitting it in writing to the Chairman with supporting signatures of three (3) other members.

SECTION 6. <u>Rules of Order.</u> Except as set out in these Bylaws, the deliberations of all meetings of the committee and its various subcommittees shall be governed by the <u>Rules of Procedure for</u> the Board of County Commissioners of Cumberland County, North Carolina, as they may be amended from time to time. (Adopted: October 15, 1990).

SECTION 7. <u>Notice of Meetings.</u> The notice of the time, place, and agenda items to be considered at each regularly scheduled meeting shall be given in writing to all members of the committee and to the Clerk of the Cumberland County Board of Commissioners at least one (1) week prior to each regularly scheduled meeting by the Secretary. All notices and agenda items shall at all times be in conformity with Article 33C of Chapter 143 of the North Carolina General Statutes. Items not appearing on the agenda may be considered upon a favorable vote of a two-thirds (2/3) majority of the members present and voting. Notice of special meetings and intended agenda items shall be given to all committee members and to the Clerk to the Cumberland County Board of Commissioners in writing at least forty-eight (48) hours in advance of any special meetings. When necessary, emergency meetings shall be called in conformity with Article 33C of Chapter 143 of the North Carolina deneral Statutes.

An annual notice of the regular meeting schedule of the CCLEPC shall be published in local newsletters (or online) in accordance with SARA Title III (EPCRA). This notice will specify which meeting is designated for receiving public comments on the emergency plan.

ARTICLE VIII

VOTING

SECTION 1. <u>One Vote Each.</u> Each committee member, including the Chairman, shall be entitled to one (1) vote.

SECTION 2. <u>Proxy Votes.</u> No member shall vote by proxy.

SECTION 3. <u>Abstentions.</u> Members may register their abstention on any vote, which shall be reflected in the minutes.

SECTION 4. <u>Determination of Actions.</u> All final actions, committee positions, or policy recommendations shall require the favorable vote of the majority of those committee members present at a duly called meeting.

SECTION 5. <u>Virtual Voting</u>. Members shall be permitted to participate in and vote at meetings virtually through electronic means. This includes, but is not limited to, video conferencing and online voting platforms.

ARTICLE IX

REPORTS AND RECOMMENDATIONS

SECTION 1. <u>Issuance of Reports</u>. No reports of any kind shall be released in the name of the committee unless and until it has been duly adopted by a favorable vote of a majority of the members of the committee present and voting at the meeting when the report is considered.

SECTION 2. <u>Ordinances/Resolutions Recommendations.</u> The committee may address matters regarding ordinances and resolutions to be endorsed by the committee in between regularly scheduled meetings. This may be accomplished by means of telephone conferences provided the requirements of N.C.G.S. 143-318.13(a) are met. In the event that the committee is divided into smaller groups to accommodate the logistical requirements of telephone conferencing, the committee Chairman shall be a party to each conference.

ARTICLE X

EMERGENCY RESPONSE PLAN

The CCLEPC shall meet annually to review and approve, in accordance with Section 303 of EPCRA, the Cumberland County Emergency Operations Plan. Once adopted, copies of the plan will be distributed to other agencies pursuant to the distribution portion of the plan. Copies will be maintained for review by the public.

The plan must include provisions for:

- 1. Identification of facilities and extremely hazardous substances transportation routes. Operations Plan.
- 2. Emergency response procedures, on-site and off-site.
- 3. Designation of a community coordinator and facility coordinator(s) to implement this plan.
- 4. Emergency notification procedures.

- 5. Methods for determining the occurrence of a release and the probable affected area and population.
- 6. Description of community and industry emergency equipment and facilities, and the identity of persons responsible for them.
- 7. Evacuation planning and shelter in place planning.
- 8. Training programs for emergency response personnel.
- 9. Exercising emergency response plans.
- 10. Coordinate with Risk Management Plan (RMP) facilities.
- 11. Review and make recommendations on revisions of the plans that may be necessary to ensure coordination of such a plan with emergency response plans of other emergency planning agencies.

ARTICLE XI

PUBLIC ACCESS PROCEDURES

All information gathered under SARA Title III or the North Carolina Hazardous Materials Right-To-Know Act in the CCLEPC's possession which is not confidential under state or federal law, shall be available to the public inspection and review.

All material maintained under SARA Title III or the North Carolina Hazardous Materials Right-To-Know Act for facility will be made available by the CCLEPC for public access and review. The materials will be maintained in an accessible format. The information will be available during business hours at the Emergency Management Office where the information is stored. All request for information shall be made to the CCLEPC thru the Cumberland County Office of Emergency Management. Request can be made in writing or by submission via Cumberland County Public Record Request online. The name and address of the person/group making the request as well as specific detail on the information needed shall be included in the request.

ARTICLE XII

AMENDMENTS

These By-Laws may be amended or replaced upon the affirmative vote of a majority of the members of the committee at any regular meeting of the committee provided that any proposed changes have been circulated to all members 30 days prior to any action thereon. No amendment or replacement of these By-Laws shall be effective unless and until approved by the Board of County Commissioners.

ARTICLE XIII

RATIFICATION PROVISIONS

These By-Laws are duly revised by a majority of the members of the committee this, the <u>22nd day</u> of <u>August 2024</u>, in Fayetteville, North Carolina and replace all prior versions of the By-Laws.

CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE

Chairman

Approved by the Cumberland County Board of Commissioners on this day:

Clerk to the Board

[COUNTY SEAL]



NORTH CAROLINA

OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 9/12/2024

SUBJECT: POLICY FOR LEASING COUNTY-OWNED PROPERTY

BACKGROUND

The authority of counties to lease property to tenants is controlled by the statutes in Article 12 of Chapter 160A of the General Statutes. The statutes create different requirements for leases to other governmental units than to other tenants. A governmental unit means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution. Less restrictions apply to leases with other governmental units. For tenants other than governmental units, the most significant restriction is that leases with terms of more than ten years must be treated as a sale of the property. The ten-year limit includes any renewal or extension provisions. It does not apply to siting a renewable energy facility or a communications tower for a term up to 25 years.

The county attorney drafted the attached policy for the board's consideration at the August Agenda Session. The proposed policy addresses leasing to governmental units, to private tenants for specialty uses, and to private tenants for business office uses. The attached List of Current Leases demonstrates why the policy is written this way. The policy creates guidelines to establish consistency in the lease terms offered to tenants in similar circumstances. In summary, the policy provides: (1) the terms for leases to other governmental units should be specific to the use for the property by the other governmental unit; (2) the terms for leases to private tenant; and (3) the terms for leases to private tenants for ordinary business office uses should be consistent with similar leases with respect to the rent and property services provided for the leased premises by the county.

The board asked the details of property leased by the county as a tenant also be provided. The lease information for all properties leased by the county as landlord or tenant and the draft policy are attached.

At is September 12, 2024, Agenda Session the board directed "property" be changed to "premises to be leased" in Section 3.1.a and recommended the revised policy be moved to the agenda of the September 16,

RECOMMENDATION / PROPOSED ACTION

The county attorney reports the requested change was made and the leasing policy may be approved.

ATTACHMENTS:

Description Leasing Policy (FINAL) Type Backup Material

Cumberland County Board of Commissioners Policy for Leasing County-owned Property Adopted August 16, 2024

1.0. PURPOSE

The county leases county-owned land and buildings, or portions thereof, which are not needed for the county's purposes, to private and governmental unit tenants. For the purposes of this policy, a "governmental unit" has the same meaning as in G.S. § 160A-274, and a private tenant means any tenant that is not a governmental unit. It is the intent of the board of commissioners that the county not act as a landlord in the regular course of the county's business, but only as may be necessary for a tenant to provide services which the county is authorized to provide or when it is beneficial to the public or the county's ownership, maintenance, or planned future use of the property for it to be occupied and used for the purpose for which it is leased. The purpose of this policy is to establish the criteria to be considered for leasing county-owned property to private or governmental unit tenants with the goal that the lease terms of county-owned properties are consistent for similar tenants.

2.0. SCOPE

This policy shall apply to any lease of county-owned property to a private or governmental unit tenant for any purpose.

3.0. STATEMENT OF THE POLICY

3.1. The following conditions shall apply to all leases of county-owned property:

- **a.** The board of commissioners must find that the premises being leased is not needed for the county's governmental purposes during the term of the proposed lease.
- **b.** The proposed lease must comply with the statutory process for leasing transactions set forth in Article 12 of Chapter § 160A of the General Statutes.
- **3.2.** For leases to a governmental unit, the lease terms shall be in accordance with the provisions of G.S. § 160A-274.
- **3.3.** For leases to private tenants, the lease terms shall be subject to the following criteria:
 - **a.** For leases of buildings or portions of buildings for business office uses, to the greatest extent possible the lease terms for all tenants shall be similar with respect to the rent and the property services provided by the county on behalf of the tenant. Property services include, without limitation, utilities, telephone or internet service, interior and exterior maintenance of buildings, janitorial services, security services, grounds and landscaping maintenance, and garbage pickup. The rent should approximate the fair market rent for the location and condition of the premises and account for the property services to be provided by the county as lessor. When the fair market rent cannot be readily determined, the rent paid by the State of North Carolina for leases of similar property located in the City of Fayetteville may be regarded as a fair market rent.

b. For leases of property for specialty uses, the lease terms shall be specific to the use. Examples of specialty uses include leases of land, buildings, or space within buildings for the location of communications equipment or towers, residential group homes, the provision of medical services, or the provision of training services.

4.0 IMPLEMENTATION

Implementation of this policy shall be the responsibility of the County Manager.



NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR THE PROPOSED FUTURE CEDAR CREEK WATER AND SEWER DISTRICT

BACKGROUND

The Cumberland County Public Utilities Division and General Manager for Natural Resources have identified that the proposed future Cedar Creek water and sewer district may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment, and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16,2024, Board of Commissioners' meeting agenda:

1. Adopt the attached resolution allowing the department to move forward with the application for funding.

ATTACHMENTS:

Description Cedar Creek Resolution Type Backup Material

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The residents of Cumberland County need safe and reliable drinking water;
- WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for projects described as:

Preliminary Engineering Report to study water supply, treatment, and distribution system alternatives for Cedar Creek Phase 1 related to PFAS contamination and

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

Attest:

Cumberland County Board of Commissioners

By:__

Glenn Adams, Chairman

Andrea Tebbe, Clerk to the Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners for Cumberland County duly held on the 16th day of September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of

_____, 20_____.

(Signature of Recording Officer)

Clerk to the Board



NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR GRAY'S CREEK WATER AND SEWER DISTRICT

BACKGROUND

The Cumberland County Public Utilities Division and General Manager for Natural Resources have identified the need for additional funding to serve this area and may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16,2024, Board of Commissioners' meeting and the Gray's Creek Water and Sewer District Governing Board Meeting agenda:

1. Adopt the attached resolution allowing the department to move forward with the application for funding.

ATTACHMENTS:

Description Gray's Creek Resolution Type Backup Material

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The residents of Cumberland County need safe and reliable drinking water;
- WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for projects described as:

Gray's Creek Water and Sewer District Phase II project related to PFAS contamination; and

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

Attest:

Cumberland County Board of Commissioners

By:_____ Glenn Adams, Chairman

Andrea Tebbe, Clerk to the Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners for Cumberland County duly held on the 16th day of September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of

_____, 20_____.

(Signature of Recording Officer)

Clerk to the Board



NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR OVERHILLS WATER AND SEWER SYSTEM REGIONALIZATION STUDY

BACKGROUND

The Cumberland County Public Utilities Department and General Manager for Natural Resources have identified the need to study regional opportunities for the Overhills Water and Sewer System. Funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure is available. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16,2024, Board of Commissioners' meeting agenda and the Overhills Water and Sewer District consent agenda:

Adopt the attached resolution allowing the department to move forward with the application for funding.

ATTACHMENTS:

Description Funding Resolution for Overhills Type Backup Material

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for projects described as:

Overhills Water and Sewer System Regionalization Study, and;

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

Cumberland County Board of Commissioners

By: _

Glenn Adams, Chairman

Attest:

Andrea Tebbe, Clerk to the Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners for Cumberland County duly held on the 16th day of September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of ______, 2024.

(Signature of Recording Officer)

(Title of Recording Officer)



NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES FOR ANN STREET TRANSFER STATION

BACKGROUND

On August 14, 2024, the Solid Waste Management Department invited qualified engineering firms that provide design, permit, and construction services to submit Requests for Qualifications (RFQ). The County is seeking a qualified consultant to assist with engineering services for the Ann Street Transfer Station that will be located at the landfill facility at 698 Ann Street, Fayetteville, N.C.

The firm selected would assist with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The firms had until August 28, 2024, to submit their Statement of Qualifications. One firm responded. Staff reviewed the submittal and agreed that Smith Gardner, Inc. is qualified to be selected for Engineering Services for the Ann Street Transfer Station.

At the September 12, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the September 16, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources, and County Management recommend the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the best qualified firm for Engineering Services for Ann Street Transfer Station.

2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract for approval at a future Board of Commissioners meeting.



NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID WASTE LANDFILL GAS TO ENERGY EVALUATION

BACKGROUND

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste gas services to assist the County with the design of gas collection and treatment systems improvements, monitoring, sampling, testing, reporting, permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Cumberland County currently operates a Landfill Gas to Energy Project at the Ann Street Landfill. The attached Service Agreement is for Economic Evaluation Options to analyze future beneficial projects for Landfill Gas to Energy use.

The agreement amount shall not exceed \$99,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

At their September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the September 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed

actions:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$99,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description Board Approval of Bid Award Service Agreement Type Backup Material Backup Material

ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN QUEEN - KENNEDY MARIE WHITAKER FIRST RUNNER UP - BAILEE SWINTON SECOND RUNNER UP - SONIA ROSS THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

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Approved A. Approval of Proclamation Recognizing March 2024 as Women's History Month
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- Approved B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
 - C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

- Approved E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)
 Approved F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy
 Approved G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
 - H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

NO BOARD ACTION REQUIRED

- Approved J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site
- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda

L. Approval of Cumberland County Board of Commissioners Agenda Session Items

Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING. 3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved 4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

- 3. PUBLIC HEARINGS
 - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

Rezoning Cases

Approved B. Case ZON-23-0035

C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
 - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
 - A. Civic Center Commission (3 Vacancies)

NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

NOMINEE:

JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

NOMINEE:

RYAN AUL DR. TORIKA FULLER

6. APPOINTMENTS

A. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

SIGMA SMITH - AGING SERVICE PROVIDER

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

APPOINTED:

CHARLES MCLAURIN

C. Farm Advisory Board (1 Vacancy)

APPOINTED:

JOEY SHORT

- 7. CLOSED SESSION: If Needed
 - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
 - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE GAS SERVICES

BACKGROUND

On January 26, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide gas services. The County is seeking a qualified consultant to assist with the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to construct a new treatment skid for the Ann Street Landfill. Firms had until February 8, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Gas Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Gas Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description Summary Evaluation Sheet Solid Waste Gas Services

Type Backup Material Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Evaluators Name:

Summary Sheet

Notes *Additional Notes Below*						
Total		66	95	0		
Project Team Qualifications	15 Points Max	15	15			
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max	25	24			
Project Approach including Schedule	15 Points Max	14	13			
Firm Qualifications Relevant Experience	25 points Max	25	24			
Firm Qualifications	20 Points Max	20	19			
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

Additional Notes *If additional space is needed for notes, see attached

Vendors

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

SERVICE AGREEMENT

CONTRACT # 2025138

This Agreement made this the **_26th**_day of _July____ 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Gas Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Gas Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Gas Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June, 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$99,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the General Manager of Natural Resources as its exclusive agent with respect to this Agreement. The General Manager of Natural Resources as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the General Manager of Natural Resources. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:	COUNTY:
Smith Gardner, Inc.	Amanda L. Bader, General Manager of Natural Resources
14 N. Boylan Avenue	698 Ann Street
Raleigh, NC 27603	Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST

BY: _____

ANDREA TEBBE, Clerk

SMITH GARDNER, INC.

ATTEST

BY: _____

This instrument has been Pre-audited in the manner required by the Local Government **Budget and Fiscal Control Act.**

Tores

County Finance Office

BY: _____

GLENN ADAMS, Chairman Board of County Commissioners

BY: Smith, P.E. Stacey A. President

Approved for Legal Sufficiency upon formal execution by all parties

County Attorney's Office Boc approved and 3/18/24

SMI	TH	GAR	DNE	R
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July 23, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal Cumberland County - Ann Street Landfill Evaluation of Landfill Gas to Energy Options Fiscal Year 2024-2025

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for the evaluation of landfill gas (LFG) to energy utilization options at the County's Ann Street Landfill facility. Cumberland County currently operates a LFG to energy project to sell LFG to Cargill, Inc. This work is proposed in accordance with the Request for Qualifications for Solid Waste Gas Services issued by Cumberland County. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

SCOPE OF SERVICES

1. Economic Evaluation

S+G will evaluate the following options for LFG to energy:

- **OPTION A:** Continuation and possible expansion of the existing project;
- **OPTION B**: Installation of a LFG to electricity project, assuming a range of electricity sale prices to the local electrical utility or cooperative;
- **OPTION C:** Evaluation of a stand-alone LFG to high-Btu project, assuming the County owns and operates the project, incurs all capital expenses, and retains all project related net income; and
- **OPTION D:** Evaluation of a high-Btu project utilizing blended LFG with anaerobic digester gas, assuming the County owns and operates the project, incurs all capital expenses, and retains all project related net income.

Each economic evaluation will consider approximate project capital expenses, operation and maintenance costs, and revenues based on assumptions as outlined in this proposal. A range of economic values will be established for each option in an attempt to determine the potential project value. Project value ranges will be assessed from the perspective of the County for all options. Current prevailing market conditions will be included in the analysis,

Ms. Amanda Bader, P.E. April 19, 2024 Page 2 of 3

as well as projected future conditions. Available economic incentives, grants, and credits will be considered for inclusion in the analysis.

Third-party construction and engineering firms specializing in renewable energy projects will be engaged as needed to provide limited quality checks of the economic analyses discussed above.

2. <u>Report</u>

S+G will provide a letter report summarizing the findings of the evaluations of the various options. This report will generally include the following:

- LFG generation rates and collection efficiencies;
- LFG quality and contaminant concerns;
- Capital expenditures and O&M costs related to each option;
- Evaluation of potential revenue streams related to each option;
- Summary and comparison of economic analyses for all options;
- Discussion of existing and proposed terms and conditions as understood by S+G; and
- Recommendations.

Attachments may include the following:

- LFG generation curves and supporting documentation;
- LFG flow rate/flow total summary;
- LFG quality data/analytical reports;
- Vendor/manufacturer quotes;
- Available documentation of current market value for power and natural gas, as well as associated incentives and credits; and
- Economic evaluation summary spreadsheets.

Assumptions/Limitations

S+G understands this evaluation is intended to be used by the County for comparison purposes during discussion during negotiations with Cargill, Inc. and/or for use in preparing a Request for Proposals a future beneficial use project. There are many factors related to project value assessments and projections which are subject to change; therefore, it is impossible to guarantee the accuracy of current evaluations into the future. Assumptions regarding costs and revenues will be identified in the body of the report, and may include:

- LFG flow and quality data gap assumptions;
- Collection efficiencies;
- Capital expenditure and operations/maintenance cost items;
- Current and projected revenues;
- Future availability of economic incentives;
- Escalation factors; and
- Other terms and conditions related to the LFG utilization options.

Ms. Amanda Bader, P.E. April 19, 2024 Page 3 of 3

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount of *\$99,000*. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

SCHEDULE

S+G is prepared to implement this scope of work upon authorization by the County. After receipt of available records, a draft report will be provided for review and comment within approximately 60 days. A final report will be prepared and submitted within 10 days of receipt of comments on the draft report.

Smith Gardner, Inc. is pleased to have this opportunity to be of service to Cumberland County. If you should have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by: In Matthews Sukamb

Senior Scientist (ext. 121) matt@smithgardnerinc.com

Attachment cc: Ewa Thomas, Cumberland County

DocuSigned by:

| Stacey L. Smith Staceyed: Smaith, P.E. President (ext. 123) stacey@smithgardnerinc.com Docusign Envelope ID: D33D5797-C17F-4BE1-94DD-7D2FEC276BF4

SMITH+GARDNER

2024 FEE SCHEDULE

Raleigh, NC

Columbia, SC

	LULY ILL OUTLOOLL		
Staff Professional		Hourly Billing Rates*	
President, Senior Engineer - Stacey A. Smith, F	ле 	\$275/hour	
Vice President, Senior Project Manager - John		\$260/hour	
Vice President, Senior Engineer - Pieter K. Sch		\$250/hour	
Vice President, Senior Project Manager - W. M		\$220/hour	
Vice President, Senior Geologist - C. Kevin An		\$210/hour	
Vice President, Senior Hydrogeologist - Joan		\$205/hour	
Principal, Senior Project Engineer - Gregory G.		\$162/hour	
Principal, Senior Civil Designer - Christopher T		\$160/hour	
Principal, Senior Project Engineer - John R. Fe		\$160/hour	
Principal, Senior Project Engineer - Spencer W		\$160/hour	
Senior Engineer – John D. Barnard, P.E.		\$215/hour	
Senior Project Manager – Jon M. Dietz, Ph.D.		\$215/hour	
Senior Surveyor – Uljas J. Murphy, P.L.S. ** (UAS	5)	\$200/hour	
Senior Project Manager – Gregory T. Farrell, P.E.		\$195/hour	
Senior Geologist – Bobby J. Wolf, P.G.		\$195/hour	
Senior Engineer – E. Fred Mussler, III, P.E.		\$175/hour	
Senior Scientist - Matthew S. Lamb**		\$160/hour	
Project Engineer – Jesse C. Li, P.E.		\$150/hour	
GIS Analyst – Jason D. McMahon, GISP** (UAS)		\$143/hour	
Project Geologist – Clyde A. L."CAL" Easter, P.G.		\$142/hour	
Project Engineer – Jonathan "Johnny" A. Hayes		\$142/hour	
Project Engineer – Matthew M.A.C. "Mac" Jones		\$140/hour	
Project Geologist - Seth C. Rickerts, P.G.		\$130/hour	
Project Manager – Lou J. Krasuski®@		\$130/hour	
Construction Consultant – Albert B. "Buddy" Bo	owers. Jr.	\$125/hour	
Management Consultant – D. Scott Bost	N 0.0 X 0.000	\$125/hour	
Construction Manager – Todd L. Scott		\$125/hour	
Civil Designer – Robert V. Maynard, SI ** (UAS)		\$125/hour	
Staff Surveyor – Chris W. Knox, Sl		\$125/hour	
Systems Administrator - Sam T. Spencer ++ (UA	S)	\$125/hour	
Field Services Manager - Byron S. Hackney**		\$122/hour	
Field Services Manager - Britt P. Ransom** (AA	D	\$120/hour***	
Construction Manager – Troy D. Mitchell++ (UA		\$115/hour	
CAD Designer – Jeffrey R. Taylor	č.	\$115/hour	
Staff Engineer – Aubrie C. Miller		\$110/hour	
Environmental Technician – Joshua C. Rue		\$105/hour	
CAD Designer – L. Hal Blevins, III		\$105/hour	
CAD Technician – Jacob Griffith		\$100/hour	
Environmental Technician – Matthew Stagg		\$95/hour	
Environmental Technician – Daniel J. Pantaleo		\$90/hour	
Staff Technician		\$75/hour	
Clerical/Administrative Secretary		\$50/hour	
Expert Witness/Legal Services		Negotiated	
Reproduction Expenses		3	
Small Format (B size or smaller) B	lack & White plor	\$0.10 per page \$0.40 per page	
Large Format (C size or larger)	1950	\$4 per sheet	
Equipment		see Rate Sheet	
Expenses & Fees		Post : 10%	
Direct Project Expenses		Cost + 10%	
* Rates are subject to review annually. **Employee Owner			
***Accredited Asbestos Inspector (AAI) Service	25	+\$15/hour to rate	
	Certificate & NC Commercial UAS Operator Permit Holder	+\$15/hour to rate	
@@Federal Reference Method 9 Visible Emissi		+\$15/hour to rate	699
			S:\

S:\FEE SCHEDULES & INSURANCE\FEE SCHEDULE 2023 (STANDARD).00CX

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Solid Waste Gas Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for air compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities germane to Solid Waste Air Quality Compliance, however, the County intends to perform the Surface Methane Sweeps data collection in-house and provide that data to the firm for reporting.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, gas treatability and storage studies, negotiation of gas purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to construct a new treatment skid for the Ann Street Landfill. The existing system consists of a collection skid that was upgraded in 2021 and a treatment skid that is undersized. The average flow for the system is approximately 900 scfm. The services to be provided for this initial project will include the design of a new treatment skid. There is no assurance of additional services being required beyond this initial project.

Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Landfill gas treatment and storage
- Renewable Natural Gas (RNG) treatment, permitting, and design experience
- Carbon modeling and monitoring experience
- Greenhouse gas modeling experience
- Landill gas production and collection system modeling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

MINIMUM QUALIFICATIONS

- 1. The respondent shall have a minimum of 5 years of experience in water system design.
- 2. Qualifications of Professional Staff Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
- 3. Subcontractors Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.
- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.

- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the <u>www.SAM.gov</u> that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 8, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <u>abader@cumberlandcountync.gov</u>, no later than **2:00 PM**, **Thursday, February 1, 2024**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
(This proposal was signed by an authorized representative of the Contractor.
	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
	All labor costs associated with this project have been determined, including all direct and indirect costs.
<u></u>	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:				
STREET ADDRESS:		P.O. BOX:	ZIP:	
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:		
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):				
PRINT NAME & TITLE OF PERSON SIGNING VENDOR:	FAX NUMBER:			
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:		

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

RFQ Solid Waste Gas Services

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

, being first duly sworn, deposes and says that:

1. He/She is the ______ of _____, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Printed Name:

Title:

Date:

Subscribed and Sworn to Before Me,

This ______ day of ______, _____

Notary Public _____

My Commission Expires:

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment* D is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party*. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) *Cancellation of Orders and Subcontracts*. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) *No Suspension*. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) *Authority to Terminate*. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. Remedies

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

• Competitively within a timeframe providing for compliance with the contract performance schedule.

• Meeting contract performance requirements.

• At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Schedule Schedule 20 Points Max 25 Points Max 15 Points Max 15 Points Max 16 1 17 1	Z0 Points Max Z2 Points Max Z2 Points Max Z2 Points Max Z2 Points Max 20 Points Max 25 Points Max 25 Points Max 26 Points Max 26 Points Max 1 1 1 1 0 0 1 1 1 1 0 1 1 1 1 0 1 1 1 1 0 1 1 1 1 0 1 1 1 1 0 1 1 1 1 0 1 1 1 1 0	Vendors	Firm Qualifications	Firm Qualifications Relevant Experience	Project Approach including	Project Team Oualifications	Firm References	Total	Notes
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Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

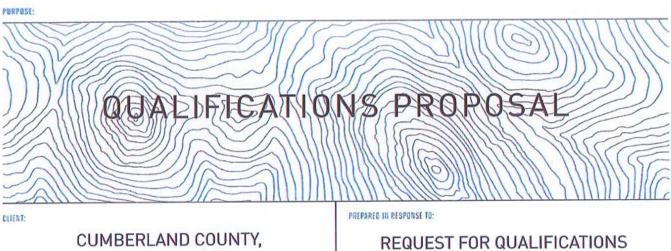
RFQ Solid Waste Gas Services

ATTACHMENT E: EVALUATION SHEET

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Attachment B

SMITH+GARDNER



JMBERLAND COUNTY, NORTH CAROLINA

REQUEST FOR QUALIFICATIONS SOLID WASTE GAS SERVICES



PRINTED ON 100% RECYCLED PAPER

SMITH+GARDNER

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CLIENT: CUMBERLAND COUN	TY, NORTH CAROLINA		02/08/2024
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TRANSMITTAL LETTE	R		
1110/1001		TELEBUONE	FAX
SMITH+GARDNER	CORPORATE ADDRESS 14 N. Boylan Ave., Raleigh, NC 27603	TELEPHONE 919.828.0577	919,828,3899
ENGINEERS			

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications Solid Waste Gas Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Gas Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, we are already familiar with the County's facilities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals are slated to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by: Stacey A. Smith, P.E. 2784820F1A09438...

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com

Joan Smith B9779EBA711F488..

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

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ATTACHMENT A - EXECUTION OF PROPOSAL

ATTACHMENT B - CERTIFICATION REGARDING LOBBYING

ATTACHMENT C - NON-COLLUSION AFFIDAVIT

S+G ENGINEERING LICENSE

CERTIFICATES OF INSURANCE

APPENDIX B - SAM/EPLS LIST

02/08/2024

NTRODUCTION

RESOURCE MANAGEMENT

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers Operations Support Education and Training Peer Review/ Expert Witness Project Procurement and Construction Bid Procurement Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

RECOVERY

Renewable Energy Biomass Solar Landfill Gas Compost Materials Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation: Compost Facility Material Recovery Facility LFG Systems for Beneficial Use Site Redevelopment Waste Characterization Auditing Waste Reduction Solid Waste Facility Mining

REMEDIATION

Environmental Site Assessment Phase I and Phase 2 ESAs Water Quality Environmental Monitoring and Compliance Monitoring System Design and Permitting Groundwater and Surface Water Methane Gas Risk Management Remedial Design and Implementation Permitting Groundwater and Surface Water Methane Gas Remediation System Operations and Optimization Air Quality Permitting and Compliance Asbestos Management and Compliance



SMITH GARDNER, INC. Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacey@smithgardnerinc.com



INTRODUCTION

Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

WHERE WE WORK

S+G consults for clients across North Carolina as well as Tennessee, South Carolina, Georgia, and Virginia. Our clients in North Carolina are shown below.



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

OUR MISSION

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.

RROJECT UNDERSTANDING



PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for air quality compliance and landfill gas management at the Ann Street Landfill and other solid waste facilities in Cumberland County. We are aware of and engaged in multiple projects related to landfill gas management, air permit/regulatory compliance, federal greenhouse gas monitoring and reporting, and renewable energy/renewable gas project development.

Background

As a consultant, S+G has and will work closely with site personnel to maintain and assist operations at the landfill. We are prepared to assist as primary operator or as a resource in wellfield adjustments. S+G also reviews LFGCCS data to ensure continued compliance with the landfill air permit and underlying state and federal regulations.

Surface Emission Monitoring

Our personnel perform quarterly surface emission monitoring (SEM) events on the active landfill to confirm that the LFGCCS is properly operated to capture methane. During the past year, we successfully transitioned the closed "Balefill" landfill from quarterly to annual SEM events. We also negotiated permit procedures and protocols with the Division of Air Quality to isolate portions of the gas system during the Balefill mining project to maintain compliance with the air quality permit.

Gas Collection and Delivery

After installation of the current blower/flare skid in 2021, our team performed stack testing and reported to DEQ. S+G tracks continuous gas collection and delivery to the renewable energy project at the Cargill, Inc. facility across the Cape Fear River, and perform ongoing periodic maintenance to maximize gas sale.

Grant Assistance

We are providing assistance for SRF and grant applications to upgrade the gas treatment and delivery system, as well as to maximize gas capture, and minimize GHG emissions. We are prepared to continue our assistance in the development of new grant proposals while managing compliance and reporting with current awards. Most recently, S+G has assisted with FEMA BRIC Grants, NC DOT LAPP Grants, ARP Grants, and NC DEQ Greenhouse Grants. We also are working with Cumberland County to join in the Climate Pollution Reduction Grants (CPRG) program, which provides \$5 billion in grants to develop and implement ambitious and novel plans for reducing GHG emissions.

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.

PROJECT UNDERSTANDING



PROJECT UNDERSTANDING CONT. Greenhouse Gas Monitoring and Reporting

S+G has prepared GHG monitoring reports for submittal to EPA as required by 40 CFR Part 98. These reports are submitted annually in March through the EPA greenhouse gas reporting tool (e-GGRT) portal. S+G was able to gain access to e-GRRT shortly after beginning work with Cumberland County despite previous reporting contractors being unable to provide login credentials, and thereby meeting the federal reporting deadline. S+G continues to track changes and developments in the federal rule, including the changes proposed August 1, 2023.

Landfill Gas Collection System Design

S+G has prepared an updated Landfill Gas Management Plan for Ann Street Landfill incorporating the expansion of the system into Cells 9 & 10. This expansion will include vertical wells and remote wellhead systems to alleviate the need to raise wells and to avoid impact with waste compaction equipment. We are evaluating revisions to tools used to estimate gas generation and pollutant concentrations, including proposed changes to the AP-42 emission factors, and the Landfill Gas Emission Model (LandGEM).

Landfill Gas System Operations and Maintenance

Following the expansion and development of gas systems, S+G maintains staff and resources to assist in operations and maintenance of the installed infrastructure including piping repairs, valve repairs, blower replacements, troubleshooting and response to shutdowns or system malfunctions with a rapid response time.

Renewable Natural Gas (RNG) Treatment, Permitting, and Design

S+G has been in both supporting and primary roles in the development of new RNG projects in the United States. Many of our past developed projects are now converting to RNG including the necessary treatment and compression for conversion to pipeline grade quality. Our experience has included a long partnership with I.C. Thomasson Associates (ICT) Landfill Gas System Operations and Maintenance for the mechanical-electrical-plumbing portion of the projects. In the past few years, S+G and ICT partnered on front end engineering review of over 1,000 miles of low pressure agricultural gas pipelines in a hub and spoke concept for injection into the natural gas pipeline network. The system designs were prepared in compliance with PHMSA Part 192 Regulations. More recently, we are assisting with virtual pipeline delivery and offloading stations for the conversion of landfill gas to pipeline quality. S+G has the resources and partners to assist in various RNG systems including the sufficient treatment, air permitting, storage, and delivery of gas to the pipeline network. We also frequently partner with Crowder Construction Company on many of the projects referenced above, as well as numerous renewable energy projects to provide upfront gas value studies, and permitting assistance (air, local ordinance, etc.).

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

OUR PROMISE

FIRM SERVICES

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. These services include:

- Site Characterization, Design, and Permitting
- Landfill Engineering Design, Permitting, and Construction
- Construction Administration and Construction Quality Assurance
- Landfill Gas System Design, Permitting, Construction, and Operations
- Air Quality Permitting and Compliance
- Carbon Credit Services
- Certification of landfill and LFG system construction
- Landfill Closure and Post-Closure
- Due Diligence and Environmental Site Assessment
- Feasibility Studies
- Economic Planning and Forecasting
- Operations Support
- Education and Training
- Peer Review/Expert Testimony

S+G was founded as an employee-owned company to provide specialty engineering and geological services focused on to the solid waste community. Because of our foundation in solid waste, S+G brings the following advantages:

S+G is one of the largest firms on the east coast that works exclusively in the solid waste field. Our professional staff has combined experience of over 250 years in the solid waste industry involving planning, siting, permitting, design, construction, operations, assessment, closure, and post closure care of various solid waste facilities.

S+G has significant experience providing innovative solutions including:

- S+G was one of the first firms to become a Chicago Climate Exchange (CCX) Verifier of landfill carbon credits.
- S+G is the Engineer of Record for the largest landfill in NC (Sampson Co., NC).
- S+G designed and implemented an innovative passive relief vent system that allows venting of potential gas pressures immediately below the cover system exceeding design limitations in the event of shutdown of LFG collection and control system.
- S+G designed the first piggy-back landfill design in NC (The City of Winston-Salem for HDR).

02/08/2024

FIRM SERVICES

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.

Ann Street Landfill (NC) Abbeville County Landfill (SC) Bi-County Solid Waste Management Landfill (TN) Cleveland County MSW Landfill (NC)

Davidson County MSW Landfill (NC)

Georgetown County Landfill (SC) Grady Road MSW Landfill (GA)



QUALIFICATIONS CONT.

Landfill Gas Management

S+G has been a leader in all aspects of landfill gas (LFG) management since 2001. From permitting to design/engineering and operations, S+G has performed all levels of LFG permitting, including Title V, Prevention of Significant Deterioration (PSD), Best Available Control Technology (BACT) analysis, and Greenhouse Gas (GHG) reporting and permitting. We understand the importance of working with regulators in the regional and central offices to obtain the best permit with the most flexibility for the facility's operations.

S+G has a proven track record of moving permits forward in spite of regulatory opposition as evidenced by our work under the Commercial Industrial Solid Waste Incinerators (CISWI) and non-hazardous secondary materials (NHSM) rules on LFG combustion projects. When North Carolina's interpretation of this rule halted development of LFG to energy (LFGTE) projects, S+G's efforts in working with federal EPA and state air regulators allowed us to permit two (2) separate LFG-fired generators that otherwise would not have been approved. S+G has performed LFG sampling on numerous landfills from Florida to Pennsylvania. We have performed Tier 2 sampling from leachate collection systems, passive vents, active collection systems, and push probes to exempt landfills from New Source Performance Standards (NSPS) requirements to collection and control LFG.

Landfill Gas Monitoring, Assessment, and Remediation

S+G has performed landfill gas monitoring at landfill facilities since the 1990's. This includes preparation of LFG monitoring plans, assessment of LFG migration through soil gas surveys and well installation. We assist facilities with LFG remediation ranging from passive vent trenches to limit off-site migration, to

Landfill Gas Projects

Johnston County MSW Landfill (NC) Kersey Valley MSW Landfill (NC) Landfill Group/Enerdyne Lee County MSW Landfill (NC) Lexington County Landfill (SC) MAS Energy (VA, WI, PA) Newton County MSW Landfill (GA) Newton County MSW Landfill (GA) North Wake Landfill (NC) Oconee County Landfill (SC) Orangeburg County Closed MSW Landfill (SC) RVRA - Smith Gap Landfill (VA) Sampson County Landfill (NC) South Wake MSW Landfill (NC) Terreva Renewables, LLC (NC, OH) York County Closed MSW Landfill (SC)

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

OUR FOCUS

FIRM SERVICES

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



FIRM SERVICES CONT.

Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

Erosion and Sedimentation Control Permitting

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

Public Notices and Meetings

S+G has over 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

Economic Planning and Forecasting

S+G understands that the City has a successful history in developing longrange planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial pro forma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

COMMITMENT

FIRM SERVICES

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



FIRM SERVICES CONT. Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

Grant Funding Applications

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics, an MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

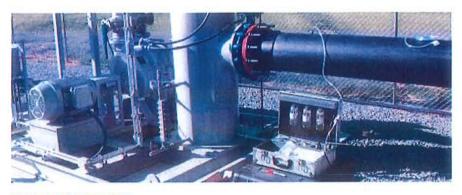
Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

FIRM SERVICES

ENVIRONMENTAL RESPONSIBILITY

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT. Environmental Justice Support

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tate is led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

02/08/2024

FIRM SERVICES 11V/

SATISFACTION

Satisfaction is the fulfillment of one's wishes, expectations, or needs. At S+6, we seek satisfaction for our clients by resolving their toughest environmental challenges.



FIRM SERVICES CONT.

S+G is extremely qualified to provide landfill gas system construction for the County. We have provided the table below listing Clients with similar project requirements as the County.

			R	esou	rce Man	ager	nent	-							Recover	y		-	- 7	1	104	-		1	Remes	liation	5.0			
Steen Center	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financiat Modeling	Site Hydrogeologic Characterization	Water Quality Monitoring / Reporting	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Landfill Gas Monitoring	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1 / 2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	x	×	x	×	x	x	x	x	х	x	x	x	x	x	x	x				x		x	x	x	x	х	x	×		x
City of Charlotte, NC Renalssance Park								1			x		x	x									×		x					
City of High Point, NC Robby Stone, P.E.	x	×	x	x	x	x	x		×	x	x	x	x		x			x		x	x	x		x			×	x	×	
City of Winston-Salem, NC Jan McHargue	1		x		1			191			x	x	x	x						x		×	×		×	123		x	×	×
Davidson County, NC Charlie Brushwood	x	x	x	x	x	x	x	x	x	x	x	x	x		x		x		x	x	x	х		x	×		x	x	×	
DTE Biomass (Various Sites) Chris Anglin										2	x	x	x	x	x							x								
ETC of Georgia, LLC Mike Birch	x	x	x	x		x	x		x	x	х	x	x	x	x					x	×	×		×				un		
Halifax County, NC Christopher Williams	x	x	x	x	×	x	x	×	x	x			x		x					x		x	x	x	×	150	x	x		
Harnett County, NC Chad Beane	x	x	x	x	x	x	x	x	x	x										x		x		x	x	5.6	x	x		
Johnston County, NC Brian Beasley	x	x	x	x	20	x	x	x	x		x	x		x	х	x				x	x	x		x	x	x		x	x	
Lexington County, SC Dave Eger			×	x		x	x	×	x		x	x	x	x	x				x	×	x	x	x	x	x	x	x	x		x
MAS Energy (Various Sites) Jason Byers							-				x	x	x	x														×		
Biogas Energy Solutions (Various Sites) Steve LaLiberty						Ĩ					x	x	x								×								x	
Oconee County, SC Swain Still	x	x				x	x	x	1			x	x	x	x		×			x	x	x	x	×	x	3				
Person County, NC Ray Foushee			2			x						x	x	x	x	x				x		x	x		x					
Roanoke Valley Resource Authority Jeremy Garrett	x	x	x	x		×				x	х	x	x	x						x	x	x	x			x				
Sampson County Disposal LF (NC) Joe Smith	×	x	x	×		x	×		x	x	x	x	x	x	x	x				x	x	x		×			x		x	
Surry County, NC Jessica Montgomery				9				x			x					x				x	x			x	x					
Washington County, NC Danny Reynolds	x	x	×			x	x	N. N												x		x		x						
Wayne County, NC Randy Rogers			3									x	x	x		x					x			x						

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PROJECT EXPERIENCE AND REFERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- »Groundwater Monitoring and Management
- » Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- » Solid Waste Permitting

RESOURCE MANAGEMENT

RECOVERY

Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services have been regarding grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of partial grade separation transfer station, recovery and mining of a former unlined MSW landfill, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential re-use, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

Surveying Services - S+G has provided field and aerial surveying services for landfill grade monitoring, as-built recordation, construction staking, site investigation surveys, monitoring wells, and landfill airspace review and reporting including aerial photography for year over year progress.

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PROJECT EXPERIENCE AND REFERENCES

DAVIDSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Construction Administration and CQA
- »Air Quality Permitting
- »Water Quality Monitoring/Assessment
- »Landfill Gas to Energy
- »Landfill Closure
- »Financial Studies
- »Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT

DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

Description – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov

PROJECT EXPERIENCE AND REFERENCES

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JOHNSTON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- »Landfill Closure
- »Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- »Financial Evaluations
- »Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT

- nrenvenv
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Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director Solid Waste Director 919.938.4750 brian.beasley@johnstonnc.com

SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

Description - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Landfill Gas to Energy (2009-Present) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project was developed to generate renewable electricity. S+G provided permitting and operational assistance to the developer, as well as testing to preserve the voluntary status of the LFGCCS. As the LFGTE project has changed hands over the years, S+G continues to provide assistance as needed. Most recently we provided engineering and CQA services for a wellfield expansion to increase LFG flow to support the current project.

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

Piggy-Back C&D Landfill Design for Presumptive Remedy – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

PROJECT EXPERIENCE AND REFERENCES

CITY OF DURHAM LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Landfill Gas to Energ »Water Quality Monitoring »Landfill Gas Monitoring »Cover Inspections »Landfill Audit RESOURCE MANAGEMENT

DURHAM, NORTH CAROLINA / 2010 - PRESENT

City of Durham Landfill Gas to Energy Project - S+G supports Terreva Renewables, LLC in the development, design, permitting, and optimization of their landfill gas to energy projects. At the City of Durham's landfill, S+G has reviewed existing operations and assisted in making upgrades to improve the performance of the existing system and reduce long term operational costs. S+G provides similar assistance on multiple landfill projects for Terreva at other existing LFG to electricity projects in North Carolina, and provided due diligence and feasibility analysis services as they transition from LFG to electricity to RNG projects. S+G provides high level communication between the regulatory agencies, the developer and the landfill owner to bring a cost effective and efficient plan together that meets or exceeds every clients' expectations.

Air Permitting Assistance – S+G evaluated the air permit for the landfill gas flare at the landfill and determined that emissions were below levels requiring a permit. As a result, we were able to assiste the City in retiring the permit.

Water Quality Monitoring - S+G has performed groundwater or surface water monitoring at the closed MSW landfill since 2016. Our work has included measuring water levels in monitoring wells and piezometers, purging of wells, and collecting groundwater and surface water samples for analysis. S+G has also prepared semi-annual reports for submittal to NCDEQ.

Landfill Gas Monitoring - S+G has performed quarterly landfill gas monitoring at the facility and has prepared monitoring data sheets for submittal to the City and DEQ as necessary.

Landfill Audit - S+G performed a comprehensive landfill audit to evaluate site conditions during our initial work with the city.

Cover Inspections - S+G performed semi-annual cover inspections and prepared reports summarizing any items that the city should address. S+G has also assisted the city with cover repair inspections and correspondence with NCDEQ.

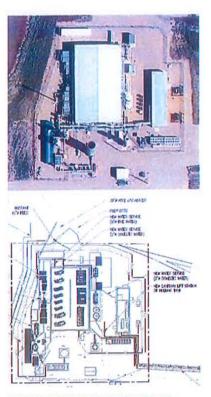
Client Reference:

Terreva Renewables, LLC Mr. Richard Crowther, Vice President -Development 678.640.8038 rcrowther@terrevarenewables.com

PROJECT EXPERIENCE AND REFERENCES

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TERREVA RENEWABLES RNG FACILITIES



PROJECT SPECIFIC EXPERIENCE INCLUBES:

»Civil/Site Design

»Civil Drawings

»Civil Engineering Support

RESOURCE MANAGEMENT

MULTIPLE SITES / 2020 - PRESENT

Client: I.C. Thomasson Associates, Inc./Crowder Industrial Construction, LLC

Project Sites: SPSA Landfill RNG Facility, Suffolk VA Wayne Township Landfill RNG Facility, McElhattan, PA Countryside Landfill RNG Facility, Grayslake, IL Outagamie County Landfill RNG Facility, Little Chute, WI

Project Description: As part of a multidisciplinary design team working with the lead engineer (I.C. Thomasson Associates, Inc.) and designbuild contractor (Crowder Industrial Construction, LLC), Smith Gardner performed civil/site design and civil engineering support services for the development of four renewable natural gas (RNG) facilities, located in Virginia, Pennsylvania, Illinois, and Wisconsin for Terreva Renewables, LLC (formerly MAS Energy, LLC). Services performed by S+G included:

- Civil/Site design
- Preparation of Civil drawings and specifications
- Preparation of applicable permitting documents and information (Erosion Control Plans, Stormwater Pollution Prevention Plans (SWPPPs), Drainage Calculations, etc.) to support obtaining the necessary State and local approvals for each project
- Coordination of geotechnical and surveying consultants (all sites) and wetlands consultants (one site) during the initial stages of work
- For three of the sites, S+G performed civil/site design for the sales gas pipeline and natural gas utility metering station (connection point for the natural gas pipeline)
- Engineering support services to the contractor during construction
- Preparation of record drawings and documentation

Each facility has a capacity of 2,500 scfm or greater and can produce in excess of 1,100 MMBtus of RNG on a daily basis.

Client Reference:

Terreva Renewables, LLC Mr. Richard Crowther, Vice President -Development 678.6408038 rcrowther@terrevarenewables.com

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PROJECT EXPERIENCE AND REPERENCES

SAMPSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- »Landfill Closure
- »Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- »Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- »Air Quality Permitting
- »Greenhouse Gas Reporting

RESOURCE MANAGEMENT

RECOVERY

Client Reference:

OPAL Fuels Suparna Chakladar Senior Vice President Fuel Supply & Environmental Services 5087 Junction Road Lockport, NY 14094 951.833.4153 schakladar@opalfuels.com

ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

Description – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/ CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/ bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021.

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells. During the landfill's transition from LFG to RNG production in 2023, S+G worked with the developer to obtain a Title V permit. We provided technical information and historical perspective to respond to pubic comment, and to justify use of emission factors that were in question by the permitting agency. Our relationship with DEQ and EPA assisted in streamlining the permitting process.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

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PROJECT EXPERIENCE AND REFERENCES

UNC-CHAPEL HILL - ORANGE COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: » Landfill Gas Air Permitting » Landfill Gas to Energy Feasibility Analysis » Landfill Gas Quality Testing » Carbon Credit Assessment and Monitoring

»Landfill Gas Collection System Design, Bidding, and Construction Administration

RESOURCE MANAGEMENT Recovery

ORANGE COUNTY, NORTH CAROLINA / 2007 - 2012

S+G worked with UNC-Chapel Hill both directly and as a sub-consultant for another engineering firm.

LFG Utilization - S+G worked with Affiliated Engineering, Inc. (AEI), Orange County, and UNC to assist the university to develop a gas to energy project at the Orange County Landfill in Chapel Hill, NC. Contacted by AEI in 2007, S+G initially performed a feasibility study to identify candidate technologies. Once LFG to power generation was selected, we worked with AEI to prepare bid and construction documents, oversee construction of the collection system, provide design modifications as needed, and take part in system commissioning. S+G also helped the university evaluate power generation technologies and vendors, and perform sampling to provide data for the team to determine the appropriate level of LFG pretreatment.

LFG Sampling - S+G performed sampling and analysis of gas quality for many constituents, including siloxanes, H2S, hazardous air pollutants, and other compounds. S+G also performed monitoring flow and methane from existing vent flares to ensure that carbon credits from the project were preserved.

Permitting - S+G developed a LFG Management Plan, which was used by the County's solid waste engineers to modify their permit to include the project. We also prepared and submitted the application to permit air emissions from the project flare.

Client Reference:

Affiliated Engineers, Inc. Mr. George Howe, Sustainable Project Manager 919.419.9802 GHowe@aeieng.com

MP DURHAM LLC



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Landfill Gas to Energy



DURHAM, NORTH CAROLINA / 2010 - 2019

MP Durham, LLC Landfill Gas to Energy Project - S+G supported Biogas Energy Solutions, LLC (BES) in the design, expansion, compliance, reporting, and optimization of their landfill gas to energy (LFGTE) projects. At the MP Durham, LLC LFGTE project, located at the City of Durham landfill, BES owned and operated three (3) landfill gas fired gensets with a combined capacity of over 3 megawatts per hour (MWh). S+G has provided assistance in the LFG collection system expansion design and construction to improve performance of the existing project. We also assisted BES in Title V permit compliance and reporting at this and other projects in the Carolinas. S+G coordinated annual stack testing to demonstrate compliance with State and Federal emission standards, and facilitated communication between the projects and the regulatory agencies.

Client Reference:

Biogas Energy Solutions Mr. Steve LaLiberty 860.678.7537 x11

SMITH+GARDNER

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EMPLOYEE OWNED

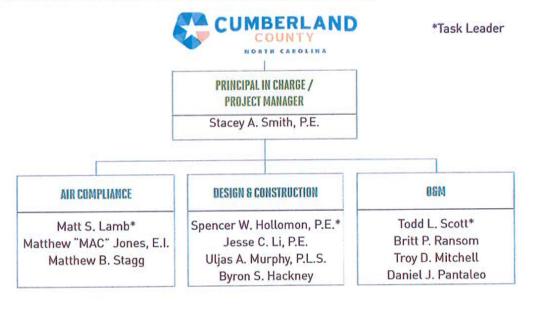
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



SUB-CONTRACTORS

SCADA - Connected Development

Environmental Testing - Enthalpy Analytical and Air Technology Laboratories, Inc.

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Academic Credentials:

B.S. Civil Engineering (Construction), 1992
 North Carolina State University, Raleigh, NC
 M.C.E. Civil Engineering (Geotechnical), 2004
 North Carolina State University, Raleigh, NC

KEY PERSONNEL

Duties:

2006 - Present - President 2000 - Present - Board of Directors

Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MO, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly 6.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW) 1992 - 1995 - Hazen & Sawyer, P.C.

1991 - 1992 – G.N. Richardson & Associates, Inc. (GNRA)

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

Professional Activities:

American Society of Civil Engineers (ASCE) Professional Engineers of North Carolina (PENC) Solid Waste Association of North America (SWANA) North Carolina Board of Examiners for Engineers & Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

Selected Publications & Presentations:

Smith, Stacey A, "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A, and Smyth, Joan A, "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group, NC's On-site Wastewater Task Force Committee, and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

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EY PERSONNEL

M.S. Environmental Management, 2013

OSHA 40-Hour Health and Safety Training

2006 - Health and Safety Officer

Professional Training:

University of North Carolina at Wilmington, NC

University of Maryland, University College, MD

Academic Credentials: B.A. Environmental Studies, 1995

Duties:

MATTHEW S. LAMB

Senior Scientist - Raleigh, NC



Mr. Lamb has provided landfill gas and air consulting services throughout the United States. As a compliance specialist, he has provided practical solutions to complex regulatory issues. Mr. Lamb's main field of expertise in air compliance and permitting has included Title V and PSD permits, NESHAP, MACT, and BACT standards, and New Source Pollution Standards (NSPS) for landfills and LFG-fired engines.

Mr. Lamb's main field of expertise is air compliance and permitting. He is proficient with state air regulatory agencies and rules, as well as federal programs including Title V federally enforceable permits, National Emission Standards for Hazardous Air Pollutants (NESHAP) and Maximum Achievable and Best Available Control Technology (MACT, BACT) standards, and New Source Pollution Standards (NSPS) for MSW landfills. Projects in which Mr. Lamb has played a lead or management role include:

- Landfill Gas to Energy (LFGTE) Project Development
- Transition from Subpart WWW to Subpart XXX NSPS
- Title V Permit Application Submittal and Compliance
- Carbon Credit Validation and Verification
- Air Emission Inventory Reporting
- Gas Collection System Design and Installation
- Tier 1 and Tier 2 Landfill Gas Generation Rate Sampling and Reporting
- Startup, Shutdown, and Malfunction (SSM) Plan Development and Implementation
- Landfill Gas Generation Rate Modeling

Growing interest in LFGTE projects, as well as increased awareness of our changing climate has brought more focus on emissions from active and closed landfills. Mr. Lamb has evaluated and assisted in developing numerous projects ranging in size from 4,800 standard cubic feet per minute (scfm) to 200 scfm. In addition, Mr. Lamb continues to work with the Climate Action Reserve to bring landfill methane greenhouse gas credits to the market.

Matt has managed due diligence assessments to assist municipalities and private developers seeking to acquire LFGTE projects at sites across the country. These projects have included mid-sized medium Btu direct use to boiler, LFG to electricity, and high Btu pipeline injection. During this effort, Mr. Lamb performed or managed LFG generation and collection potential evaluations, waste stream assessment and 10-year projections, LFG sample collection and analysis, compliance evaluations and projections, and Phase 1 Environmental Site Assessments.

As the rules regulating landfills and related LFG emissions have gone through recent revision, Mr. Lamb has analyzed the impact on new and existing sources, as defined by 40 CFR Subparts XXX and Cf, respectively. He has authored guidance documents discussing new requirements and pending compliance deadlines.

(29 CFR.1910.120) Transportation of Dangerous Goods Training (HM181-126F-215B & IATA) **Employment Record:** 2003 - Present - Smith Gardner Inc. 2001 - 2003 - URS Corporation 1995 - 2001 - Pollution Prevention Engineering, PA. **Principal Areas of Expertise:** Air Permit Compliance and Modeling Landfill Gas to Energy (LFGTE) Feasibility Evaluation Landfill Gas Monitoring and Compliance NPDES Storm water and Wastewater Compliance Oil Pollution Prevention Act Compliance, including Spill Prevention, Control, and Countermeasure **Plan Development** Professional Activities: Air and Waste Management Association (AWMA) Carolinas Air Pollution Control Association U.S. EPA Landfill Methane Outreach Program

Selected Publications & Presentations: Lamb, Matt. "A Case Study of Siloxane Analysis Techniques at a Multi-engine Landfill" SWANA's 37th Annual Landfill Gas Symposium, Monterey, CA. Presented March 27, 2014

Lamb, Matt. "Sustainable Conversion of Waste to En ergy - Existing and Emerging Technologies: Successes and Challenges" 3rd Annual Sustainability Symposium and Expo, Leland, NC. Presented March 22, 2013 (co-presenter Gregory Brinkley, Waste Industries USA, Inc.)

Lamb, Matt 'Federal Combustion Rules put States on Shaky Ground - Breaking the LFGTE Permit Log Jam' 16th Annual LMOP Conference and Project Expo, Baltimore, MD. Presented January 31, 2013

Lamb, Matt. "Landfills and the Mandatory Green house Gas Reporting Rule." 2010 NC SWANA Conference, Asheville NC. Presented April 27, 2010.

Lamb, Matt. "Estimating the Value of Your Landfill Gas to Energy Project." 13th Annual LMOP Conference and Project Expo, Baltimore, MD. Presented January 12, 2010.

Lamb, Matt, "Breaking the LFGTE Permit Log Jam - NC Interpretation of Federal Combustion Rules may have Impacts Beyond State Lines".

02/08/2024

SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

Academic Credentials: B.S. Civil Engineering, 2014 North Carolina State University, Raleigh, NC M.C.E Civil Engineering, 2016 North Carolina State University, Raleigh, NC

EY PERSONNEL

Professional Credentials and Certifications: Professional Engineer - NC, SC, GA OSHA 40 Hour Hazardous Waste Operations Landfill Gas (LFG) Systems Leachate Management Systems Stormwater Management

Permitting Civil/Site Analysis Employment Record:

2013 - Present - Smith Gardner, Inc.

Areas of Expertise:

Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities:

American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

02/08/2024

EY PERSONNEL

ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

Academic Credentials:

- A.S. Surveying Technology, 2010 White Mountains Community College, Berlin, NH B.S. Geography, 2013
- Appalachian State University, Boone, NC

Professional Credentials and Certifications: Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

Employment Record:

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

Principle Areas of Expertise: Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities: North Carolina Society of Surveyors

02/08/2024

EY PERSONNEL

JESSE C. LI, P.E.

Academic Credentials:

 B.S. Environmental & Ecological Engineering, 2018 Purdue University, West Lafayette, IN
 M.S. Civil Engineering, 2019

Purdue University, West Lafayette, IN

Professional Credentials: Professional Engineer - NC OSHA 30 Hour Construction Safety and Health Training

Employment Record: 2019 - Present - Smith Gardner, Inc.

Areas of Expertise:

Construction Quality Assurance (CQA) Stormwater Modeling and Design Leachate Management System Design Environmental Compliance

Project Engineer - Raleigh, NC



Mr. Li has experience in stormwater management and design, which includes preparing erosion and sedimentation control plans and stormwater compliance monitoring. He also has experience designing and permitting landfills and mines. His field experiences include on-site construction quality assurance, stormwater discharge sampling, landfill gas monitoring, and BMP inspections.

Mr. Li is a graduate of Purdue University receiving his undergraduate degree in Environmental and Ecological Engineering and his master's degree in Civil Engineering prior to joining Smith Gardner in 2019.

His master's degree focused on hydraulics and hydrology which included coursework in coastal engineering, groundwater modeling using MODFLOW, hydrologic modeling using HEC-HMS and GIS, stream restoration design, and solid and hazardous waste management.

Mr. Li has experience in stormwater management and design, which includes compliance monitoring at landfill sites with NPDES stormwater discharge permits and preparing erosion and sedimentation control plans for land disturbance permit applications. He also provides engineering design support for stormwater infrastructure at landfill sites in North Carolina.

Additionally, he has provided design and permitting services for landfills and mines in North Carolina. He has experience preparing bid and construction issue documents as well as providing operational support and on-site construction quality assurance (CQA) monitoring of construction activities at landfills.

Mr. Li's field experiences include stormwater discharge sampling, BMP inspections, stack test monitoring, and landfill gas monitoring.

02/08/2024

EY PERSONNEL

TODD L. SCOTT

Construction Manager - Raleigh, NC



Mr. Scott has over 30 years of experience in environmental remediation including soil and groundwater, construction, and installation of landfill gas extraction systems.

Mr. Scott experience in a variety of capacities within the Environmental and General Civil fields. He has held various positions in consulting and contracting firms including Environmental Technician, Site Supervisor and Vice President and principal consultant for the construction of landfill gas projects at Solid waste landfills across the eastern United States.

His experience includes onsite management for environmental construction projects associated with the remediation of soil and groundwater impacted with a variety of contaminants, closure of waste water lagoons, and the construction and installation of landfill gas extraction systems.

He has been responsible for the implementation and completion of various construction projects for the installation of landfill gas extraction systems, onsite management of construction personnel, and for the preparation of price quotations for large scale assessment and remediation construction projects.

Mr. Scott has extensive experience in the operation of a wide variety heavy equipment, including the operation of environmental drilling equipment. He has achieved expert proficiency in the operation of track excavators, track loaders, backhoes and articulating blade dozers.

Mr. Scott is experienced in confined space entry cleaning of underground and above ground storage tanks. He has been responsible for the removal and disposal of large quantities of petroleum impacted soil and water, and the installation of various remediation systems located at numerous sights impacted by a variety of contaminants. He has maintained system documentation for client and NC DEQ regulatory requirements. He has experience with pump & treat systems, vapor extraction systems, and sparging systems; repair of electric and pneumatic pumping systems; installation of compressor pads, flares and piping systems for numerous landfill gas production companies located throughout the eastern united states. He has installed landfill leachate collection pumps and dual contained discharge piping systems and provided periodic maintenance and adjustment of system components.

Academic Credentials: General Coursework, 1995 - 1997 Greenbrier County Community College Lewisburg, WV General Coursework, 1997 - 1999 College of West Virginia, Beckley, WV Diesel Mechanic School Graduate, 1991 United States Navy, Port Hueneme, CA

Professional Credentials:

North Carolina Licensed General Contractor (D#15337) North Carolina Licensed Well Driller (ID#3335) North Carolina Licensed Pump Installer OSHA 40 Hour Certification OSHA 8 Hour Supervisor Certification OSHA HAZWOPER Training Certification Hazardous Materials 126 Certification Hazardous Materials 181 Certification HDPE Fusion Academy Certification

Employment Record:

2023 - Present - Smith Gardner, Inc. 1997 - 2023 - Piedmont Industrial Services, Inc. 1997 - 1998 - Terra Technologies Group, PA. 1994 - 1996 - United Environmental Contractors 1992 - 1994 - ENSCI Environmental, Inc. 1991 - 1999 - United States Navy SeeBees

Areas of Expertise:

Environmental Construction Soil & Groundwater Remediation Heavy Equipment Operation Environmental Drilling Equipment Operation Construction and Installation of Landfill Gas Extraction Systems Underground Storage Tank Removal

02/08/2024

MATTHEW M.A.C. (MAC) JONES, E.I.

Academic Credentials:

KEY PERSONNEL

- B.S. Environmental Technology & Management, 2016, North Carolina State University, Rateigh, NC
- M.S. Environmental Engineering, 2020 University of Colorado at Boulder, Boulder, CO

Professional Credentials and Certifications: Engineer Intern Certificate OSHA 40 Hour HAZWOPER Associate Professional Soil Scientist

Soil Science of America

Employment Record: 2020 - Present - Smith Gardner, Inc. 2016 - 2017 - North Carolina State University

Areas of Expertise:

Air Quality Permitting and Compliance Erosion and Stormwater Management Groundwater Remediation Odor Control Environmental Toxicology

Publications:

Jones, Matthew, "Quantifications of Trace Metal Loading within a Mineralized Watershed and a Changing Climate, Warden Gulch, Summit County, Colorado" - Disertations & Thesis at the University of Colorado, Boulder, 2020 Staff Engineer - Raleigh, NC



Mr. Jones has experience with environmental odor management, water quality testing, groundwater remediation, stormwater and erosion planning and permitting, and gas monitoring data analysis.

Mr. Jones is a graduate of University of Colorado at Boulder receiving his master's degree in Environmental Engineering and from North Carolina State University receiving his bachelor's degree in Environmental Technology and Management.

He chose to pursue an environmental technology and management degree after discovering interests in soil, water quality, hydrology, and environmental chemistry and the roles they play in our society today.

As an undergraduate, Mr. Jones conducted bench-scale biogeochemical experiments to evaluate the effectiveness of zinc removal by fungal produced manganese oxides isolated from a groundwater remediation system at a Superfund site. Following his undergraduate studies, he was a research technician at North Carolina State University where he conducted bench-scale, hydrogeochemical experiments to determine the fate and transport of arsenic within a variety of environmental systems. Mr. Jones also oversaw daily lab operations, including lab safety training and hazardous waste disposal.

After completing his environmental technology and management degree, Mr. Jones continued on to pursue a master's degree in Environmental Engineering focusing on hydrology and water quality of natural systems. His thesis work evaluated natural and anthropogenic controls on trace metal loading to high alpine streams of the Rocky Mountains. During his work as a water quality intern with the Boulder Waterkeepers, Mr. Jones analyzed water quality data for the Upper Boulder Creek Watershed and developed a comprehensive report of water quality issues and assessed their relations to legacy mining activities.

As a staff engineer at Smith Gardner, Mr. Jones has developed his skills supporting a variety of projects including air quality permitting, LFG monitoring and compliance, stormwater and erosion permitting, and environmental odor management.

02/08/2024

RESPONSIVENESS

KEY PERSONNEL

S+G understands that time is of the essence and that our client's needs come first. To that end we incorporate responsiveness into everything we do.



CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's project and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
ongus / a mar p		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
lesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Matthew S. Lamb	30%	EPA Greenhouse Gas Reporting Management - Multiple landfills (NC, SC, VA, TN)	\$50,000	Q2/2024
wateriew of Lands		Landfill Gas Resource Study - Multiple landfills for undisclosed RNG developer	\$50,000	Q1/2024
		RVRA Smith Gap Landfill - Air permit compliance, LFGCCS maintenance	\$25,000	Ongoing
		Confidential governmental client - Compliance review of undisclosed landfill	\$10,000	Q1/2024
Matthew "Mac" Jones	25%	Red Rock Disposal C&D Landfill - Erosion control plan, construction admin	\$10,000	Q1/2024
		Private Landfill - LFGCCS expansion admin, air permit compliance	\$25,000	Ongoing
		Waste Reclamation C&D Landfill - Permit to construct application	\$10,000	Q1/2024
		Private Landfill (TN) - LFGCCS design plan revision	\$10,000	Q2/2024
Matthew B. Stagg	30%	Cumberland Co. Ann Street Landfill - Air permit compliance, emissions monitoring	\$15,000	Ongoing
and browner		Private Landfill (TN) - Wellfield compliance, emission monitoring	\$15,000	Ongoing
	1	Cleveland County MSW Landfill - Tier 2 NMOC emission sampling/reporting	\$10,000	Q2/2024
		Undisclosed Client - Surface emission monitoring	\$10,000	Ongoing
Byron S. Hackney	1	Undisclosed Client Rain Cover Installation	\$125,000	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

02/08/2024

APPENDIX A FORMS AND REQUIRED DOCUMENTATION

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

<u>×</u>	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
х	This proposal was signed by an authorized representative of the Contractor.
Χ.	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
x	All labor costs associated with this project have been determined, including all direct and indirect costs.
X	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
X	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Smith Gardner, Inc. STREET ADDRESS: 14 N. Boylan Avenue		P.O. BOX:	ZIP: 27603	
CITY & COUNTY & ZIP: Baleigh Wake County, 27603		TELEPHONE TOLL FREE TEL. NO: NUMBER: 919-828-0577		
PRINCIPAL PLACE OF BUSINESS ADDRES VENDORS ITEM #10):			(SEE INSTRUCTIONS TO	
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	ON BEHALF OF	FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithga	rdnerinc.com	

KFQ Solid Waste Gas Services

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Smith Gardner, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E., President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland State of North Carolina County

Stacey A. Smith, P.E. , being first duly sworn, deposes and says that:

1. He/She is the President of Smith Gardner, Inc. , the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices duoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, confivance or unlawful agreement on the part of the proposer or any of its agents, representatives owners, employees, or parties in interest, including this affiant.

agente, representatived of heres, empreyees, er p	antos in meresi, merading uns annani.
Signature	
Printed Name: Stacey A Smith, P.E.	
Title: President	
Date: 02/07/2024	_
Subscribed and Sworn to Before Me,	
This 7th day of February , 20	BRENT C. AIKMAN NOTARY PUBLIC
Notary Public Brent C. Aikman, Wake Co	
My Commission Expires: 01/19/2028	My Commission

RFQ Solid Waste Gas Services

Page 8 of 22



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

This is to Certify that:

<u>Smith Gardner, Inc.</u> is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No. : F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2023

- ī.									DATE (MM/DD/YYYY) 05/31/2023
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FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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APPENDIX B SAM/EPLS LIST

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MGEUVSGF Reciprocal TREAS-OFAC P 33125 GWDKFBC Reciprocal TREAS-OFAC P 33125 GWDKFBC Reciprocal THEAS OFAC P 2000 Contract TREAS-OFAC P 2000 CONTYWIN Reciprocal TREAS-OFAC P 2001 CONTYW	cial EntiSMILEPAYMENTS, LLC n SMILES R US DENTAL GROUP, INC. cial EntiSMILETRAVELS cial EntiSMILEWALLET cial EntiSMILEWALLET B.V. cial EntiSMILEWALLET B.V. cial EntiSMILEWALLET, LLC n SMITH RENOVATIONS m SMITH RENOVATIONS m SMITH RELO INVESTMENTS, INC. seel SMO TH seel SMO PAWK	3383 NW 7TH ST, SUITE 101 3383 NW 7TH ST, SUITE 101 Herengracht 420 Cr 15 # 146 29 CASA 1 210 Hillside CT. 3600 Guard RD. 5001 Brentwood Stair RD.	wilmington Miami Fl Miami Fl	USA		TATILITY I TOTAL	Brokikition Oll data has 5/32/3010 Indefinite	
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NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID WASTE LANDFILL GAS ROUTINE COMPLIANCE ASSISTANCE

BACKGROUND

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste gas services to assist the County with the design of gas collection and treatment systems improvements, monitoring, sampling, testing, reporting, permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Cumberland County currently operates a gas collection and treatment system at the Ann Street Landfill. The attached Service Agreement is for Routine Air Permit and Air Regulation Compliance Assistance. The scope of work is for Annual and Semiannual Compliance Reporting which includes Annual Compliance Certification, Semiannual Title V SSM Reporting, Air Emissions Inventory, and Greenhouse Gas Reporting.

The agreement amount shall not exceed \$60,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

At their September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the September 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$60,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description Board Approval of Bid Award Service Agreement Type Backup Material Backup Material

ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN QUEEN - KENNEDY MARIE WHITAKER FIRST RUNNER UP - BAILEE SWINTON SECOND RUNNER UP - SONIA ROSS THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

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Approved A. Approval of Proclamation Recognizing March 2024 as Women's History Month
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- Approved B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
 - C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

- Approved E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)
 Approved F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy
 Approved G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
 - H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

NO BOARD ACTION REQUIRED

- Approved J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site
- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda

L. Approval of Cumberland County Board of Commissioners Agenda Session Items

Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING. 3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved 4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

- 3. PUBLIC HEARINGS
 - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

Rezoning Cases

Approved B. Case ZON-23-0035

C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
 - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
 - A. Civic Center Commission (3 Vacancies)

NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

NOMINEE:

JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

NOMINEE:

RYAN AUL DR. TORIKA FULLER

6. APPOINTMENTS

A. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

SIGMA SMITH - AGING SERVICE PROVIDER

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

APPOINTED:

CHARLES MCLAURIN

C. Farm Advisory Board (1 Vacancy)

APPOINTED:

JOEY SHORT

- 7. CLOSED SESSION: If Needed
 - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
 - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE GAS SERVICES

BACKGROUND

On January 26, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide gas services. The County is seeking a qualified consultant to assist with the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to construct a new treatment skid for the Ann Street Landfill. Firms had until February 8, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Gas Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Gas Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description Summary Evaluation Sheet Solid Waste Gas Services

Type Backup Material Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Evaluators Name:

Summary Sheet

Notes *Additional Notes Below*						
Total		66	95	0		
Project Team Qualifications	15 Points Max	15	15			
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max	25	24			
Project Approach including Schedule	15 Points Max	14	13			
Firm Qualifications Relevant Experience	25 points Max	25	24			
Firm Qualifications	20 Points Max	20	19			
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

Additional Notes *If additional space is needed for notes, see attached

Vendors

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

SERVICE AGREEMENT

CONTRACT # 7075/43

This Agreement made this the **_26th**_day of July_____ 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Gas Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Gas Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as Attachment B and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Gas Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June, 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$60,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the General Manager of Natural Resources as its exclusive agent with respect to this Agreement. The General Manager of Natural Resources as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the General Manager of Natural Resources. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:	COUNTY:
Smith Gardner, Inc.	Amanda L. Bader, General Manager of Natural Resources
14 N. Boylan Avenue	698 Ann Street
Raleigh, NC 27603	Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST

BY: _____

ANDREA TEBBE, Clerk

SMITH GARDNER, INC.

ATTEST

BY:_____

This instrument has been Pre-audited in the manner required by the Local Government **Budget and Fiscal Control Act.**

County Finance Office

BY:

GLENN ADAMS, Chairman Board of County Commissioners

BY: A. Smith, P.E. tace President

Approved for Legal Sufficiency upon formal execution by all parties

County Attorney's Office Box approved anad 3/18/14

SMITH+GARDNER

ADDRESS TEL WEB 14 N. Boylan Avenue, Raleigh NC 27603 919.828.0577 www.smithgardnerinc.com

July 23, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal Cumberland County - Ann Street Landfill Routine Air Permit and Air Regulation Compliance Assistance Fiscal Year 2024-2025

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for routine air permit and air regulation compliance assistance at the Cumberland County Ann Street Landfill facility. This work is proposed in accordance with the Request for Qualifications for Solid Waste Gas Services issued by Cumberland County. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

SCOPE OF SERVICES

Task 1: Annual/Semiannual Compliance Reporting

A. Annual Compliance Certification (Due January 30)

S+G will prepare an annual compliance certification for the Ann Street Landfill (Landfill) detailed in the Title V air quality operating permit No. 08846T10, which requires a statement certifying compliance with all permit conditions during the previous calendar year, and noting any deviations from permit conditions, to be signed by the designated responsible official. S+G proposes to review compliance documents and note the compliance status compliance of each permit condition. S+G will facilitate certification and submittal of this report by the deadline to the Division of Air Quality (DAQ) Fayetteville regional Office, as well as EPA Region 4.

B. <u>Semiannual Title V Summary Report/Startup, Shutdown, and Malfunction (SSM)</u> <u>Report (Due July 30 and January 30)</u>

S+G will prepare two (2) semiannual Title V summary reports for the Landfill detailed in the Title V air quality operating permit, which requires that LFG collection and control system operations, maintenance, and monitoring activities be reported semiannually. In addition, startup, shutdown, and malfunction (SSM) events related to the landfill gas collection and control system are to be reported. S+G proposes to review operations and maintenance records and prepare the semiannual/SSM reporting for the previous six-month period. S+G will facilitate certification and submittal of this report by the deadline to the DAQ Fayetteville Regional Office.

Ms. Amanda L. Bader, P.E. July 23, 2024 Page 2 of 3

C. Air Emissions Inventory (Due June 30)

S+G will prepare an air emission inventory for the Landfill as required in the Title V air quality operating permit to report the annual air emissions from the landfill, other permitted sources, and any insignificant sources for the previous calendar year. This report must be signed by the responsible official. S +G proposes to calculate emissions based on available records, including:

- MSW and C&D acceptance records;
- Leachate handling records; and
- Emergency generator runtime hours.

S+G will provide a report for signature by the responsible official, and facilitate submittal of hard copies to the Fayetteville Regional Office. Electronic reporting will also be submitted directly by S+G using the DAQ Air Emission Reporting Online (AERO) web portal.

D. Greenhouse Gas Reporting (Due March 31)

S+G will prepare one (1) greenhouse gas emission report for the Landfill in accordance with 40 CFR Part 98, Subpart HH – Mandatory Greenhouse Gas Reporting. MSW landfills that accepted waste on or after January 1, 1980, and generate methane (CH4) in amounts equivalent to 25,000 metric tons of carbon dioxide equivalent (tCO2e) or more per year must report CH4 generation and CH4 emissions on an annual basis. Reporting is performed through EPA's electronic greenhouse gas reporting tool (e-GGRT). S+G proposes to report GHG emissions generated in 2022. LFG flow and CH4 data recorded during 2022, and total MSW waste disposed in 2022 will be required to calculate reportable emissions. Additionally, emissions from other combustion sources owned by the facility may be required to be calculated and reported, as required in Subpart C (General Stationary Fuel Combustion Sources) of the rule. Reportable combustion sources may include:

- Boilers;
- Engines; and
- Process heaters.

Sources specifically exempt from reporting under this subpart include:

- Portable equipment;
- Emergency generators;
- Flares; and
- Pilot lights.

Ms. Amanda L. Bader, P.E. July 23, 2024 Page 3 of 3

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Task		Budget
1. Annual Compliance Certification		\$15,000
2. Semiannual Title V SSM Reporting		\$15,000
3. Air Emissions Inventory		\$15,000
4. Greenhouse Gas Reporting		\$15,000
	Total Budget:	\$60,000

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by: Matthews Stepamb

Senior Scientist (ext. 121) matt@smithgardnerinc.com

Attachment cc: Ewa Thomas, Cumberland County

DocuSigned by: Stacey a. Smith Stacest And Smith, P.E. President (ext. 123) stacey@smithgardnerinc.com

Docusign Envelope ID: D33D5797-C17F-4BE1-94DD-7D2FEC276BF4

SMITH+GARDNER

2024 FEE SCHEDULE

Raleigh, NC

Columbia, SC

100

Staff Professional		Hourly Billing Rates*	
President, Senior Engineer - Stacey A. Smith, P.E.**		\$275/hour	
Vice President, Senior Project Manager - John M. Gardner, P.E.**		\$260/hour	
Vice President, Senior Engineer - Pieter K. Scheer, P.E.**		\$250/hour	
Vice President, Senior Project Manager - W. Michael Brinchek, P.E.**		\$220/hour	
Vice President, Senior Geologist - C. Kevin Anderson, P.G.**		\$210/hour	
Vice President, Senior Hydrogeologist - Joan A. Smyth, P.G.**		\$205/hour	
Principal, Senior Project Engineer - Gregory G. Mills, P.E.**		\$162/hour	
Principal, Senior Civil Designer - Christopher T. Jones**		\$160/hour	
Principal, Senior Project Engineer - John R. Fearrington, P.E.**		\$160/hour	
Principal, Senior Project Engineer - Spencer W. Hollomon, P.E.**		\$160/hour	
Senior Engineer – John D. Barnard, P.E.		\$215/hour	
Senior Project Manager – Jon M. Dietz, Ph.D.		\$215/hour	
Senior Surveyor - Uljas J. Murphy, P.L.S. ** (UAS)		\$200/hour	
Senior Project Manager – Gregory T. Farrell, P.E.		\$195/hour	
Senior Geologist – Bobby J. Wolf, P.G.		\$195/hour	
Senior Engineer – E. Fred Mussler, III, P.E.		\$175/hour	
Senior Scientist - Matthew S. Lamb**		\$160/hour	
Project Engineer – Jesse C. Li, P.E.		\$150/hour	
GIS Analyst – Jason D. McMahon, GISP++ (UAS)		\$143/hour	
Project Geologist – Clyde A. L."CAL" Easter, P.G.**		\$142/hour	
Project Engineer – Jonathan "Johnny" A. Hayes, PE, LSIT ++(UAS)		\$142/hour	
Project Engineer – Matthew M.A.C. "Mac" Jones, P.E.		\$140/hour	
Project Geologist - Seth C. Rickerts, P.G.		\$130/hour	
Project Manager – Lou J. Krasuski@@		\$130/hour	
Construction Consultant – Albert B. "Buddy" Bowers, Jr.		\$125/hour	
Management Consultant – D. Scott Bost		\$125/hour	
Construction Manager – Todd L. Scott		\$125/hour	
Civil Designer – Robert V. Maynard, SI ** (UAS)		\$125/hour	
Staff Surveyor – Chris W. Knox, Sl		\$125/hour	
Systems Administrator - Sam T. Spencer ++ (UAS)		\$125/hour	
Field Services Manager - Byron S. Hackney**		\$122/hour	
Field Services Manager - Britt P. Ransom** (AAI)		\$120/hour***	
Construction Manager – Troy D. Mitchell++ (UAS)		\$115/hour	
CAD Designer – Jeffrey R. Taylor		\$115/hour	
Staff Engineer – Aubrie C. Miller		\$110/hour	
Environmental Technician – Joshua C. Rue		\$105/hour	
CAD Designer – L. Hal Blevins, III		\$105/hour	
CAD Technician – Jacob Griffith		\$100/hour	
Environmental Technician – Matthew Stagg		\$95/hour	
Environmental Technician – Daniel J. Pantaleo		\$90/hour	
Staff Technician		\$75/hour	
Clerical/Administrative Secretary		\$50/hour	
Expert Witness/Legal Services		Negotiated	
Reproduction Expenses			
Small Format (B size or smaller)	Black & White Color	\$0.10 per page \$0.40 per page	
Large Format (C size or larger)		\$4 per sheet	
Equipment		see Rate Sheet	
Expenses & Fees		Cost + 10%	
Direct Project Expenses * Rates are subject to review annually.		Cost + 10%	
rmolovee liwner			
Employee Owner *Accredited Asbestos Inspector (AAI) Se	rvices	+\$15/hour to rate	
***Accredited Asbestos Inspector (AAI) Se	JAS) Certificate & NC Commercial UAS Operator Permit Holder	+\$15/hour to rate +\$15/hour to rate +\$15/hour to rate	

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Solid Waste Gas Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for air compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities germane to Solid Waste Air Quality Compliance, however, the County intends to perform the Surface Methane Sweeps data collection in-house and provide that data to the firm for reporting.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, gas treatability and storage studies, negotiation of gas purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to construct a new treatment skid for the Ann Street Landfill. The existing system consists of a collection skid that was upgraded in 2021 and a treatment skid that is undersized. The average flow for the system is approximately 900 scfm. The services to be provided for this initial project will include the design of a new treatment skid. There is no assurance of additional services being required beyond this initial project.

Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Landfill gas treatment and storage
- Renewable Natural Gas (RNG) treatment, permitting, and design experience
- Carbon modeling and monitoring experience
- Greenhouse gas modeling experience
- Landill gas production and collection system modeling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

MINIMUM QUALIFICATIONS

- 1. The respondent shall have a minimum of 5 years of experience in water system design.
- 2. Qualifications of Professional Staff Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
- 3. Subcontractors Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.
- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.

- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the <u>www.SAM.gov</u> that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 8, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <u>abader@cumberlandcountync.gov</u>, no later than **2:00 PM**, **Thursday, February 1, 2024**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
	This proposal was signed by an authorized representative of the Contractor.
	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
<u></u>	All labor costs associated with this project have been determined, including all direct and indirect costs.
<u></u>	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:			×
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	IF DIFFERENT	FROM ABOVE (SE	E INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNING O VENDOR:	N BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:	

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

RFQ Solid Waste Gas Services

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

, being first duly sworn, deposes and says that:

1. He/She is the ______ of _____, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____

Printed Name:

Title:

Date:		
L'acc.		

Subscribed and Sworn to Before Me,

This ______ day of ______, _____

Notary Public

My Commission Expires: _____

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment* D is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party*. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) *Cancellation of Orders and Subcontracts*. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) *No Suspension*. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) *Authority to Terminate*. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. Remedies

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

• Competitively within a timeframe providing for compliance with the contract performance schedule.

- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

20 Points Max 25 points Max 15	Vendors	Firm Qualifications	Firm Qualifications Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Project Team Qualifications	Total	Notes *Additional Notes Below*
Image: state stat		20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
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							0	
	Vendors		*If additonal s	Additional N space is needed f	otes or notes, see atta	iched		

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Attachment B

SMITH+GARDNER





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CLIENT: CUMBERLAND COUN	ITY, NORTH CAROLINA		02/08/2024
TRANSMILIALLETT			NACESNAMICCHE -
SMITH+GARDNER	CORPORATE ADDRESS	TELEPHONE	FAX
SMITHT DANDNER	14 N. Boylan Ave., Raleigh, NC 27603	919,828,0577	919,828,3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications Solid Waste Gas Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Gas Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, we are already familiar with the County's facilities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals are slated to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by: Stacy A. Smith, P.E. -2784820F1A09438...

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com

DocuSigned by: Joan Smith -B9779EBA711F488...

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

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ATTACHMENT C - NON-COLLUSION AFFIDAVIT

S+G ENGINEERING LICENSE

CERTIFICATES OF INSURANCE

APPENDIX B - SAM/EPLS LIST

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

NTRODUCTION

RESOURCE MANAGEMENT

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers Operations Support Education and Training Peer Review/ Expert Witness Project Procurement and Construction Bid Procurement Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

RECOVERY

Renewable Energy Biomass Solar Landfill Gas Compost Materials Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation: Compost Facility Material Recovery Facility LFG Systems for Beneficial Use Site Redevelopment Waste Characterization Auditing Waste Reduction Solid Waste Facility Mining

REMEDIATION

Environmental Site Assessment Phase I and Phase 2 ESAs Water Quality Environmental Monitoring and Compliance Monitoring System Design and Permitting Groundwater and Surface Water Methane Gas Risk Management Remedial Design and Implementation Permitting Groundwater and Surface Water Methane Gas Remediation System Operations and Optimization Air Quality Permitting and Compliance Asbestos Management and Compliance



SMITH GARDNER, INC. Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacey@smithgardnerinc.com



INTRODUCTION

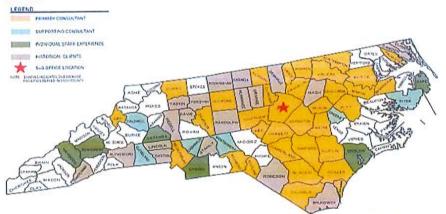
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

WHERE WE WORK

S+G consults for clients across North Carolina as well as Tennessee, South Carolina, Georgia, and Virginia. Our clients in North Carolina are shown below.



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

OUR MISSION

S+6's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.

PROJECT UNDERSTANDING



PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for air quality compliance and landfill gas management at the Ann Street Landfill and other solid waste facilities in Cumberland County. We are aware of and engaged in multiple projects related to landfill gas management, air permit/regulatory compliance, federal greenhouse gas monitoring and reporting, and renewable energy/renewable gas project development.

Background

As a consultant, S+G has and will work closely with site personnel to maintain and assist operations at the landfill. We are prepared to assist as primary operator or as a resource in wellfield adjustments. S+G also reviews LFGCCS data to ensure continued compliance with the landfill air permit and underlying state and federal regulations.

Surface Emission Monitoring

Our personnel perform quarterly surface emission monitoring (SEM) events on the active landfill to confirm that the LFGCCS is properly operated to capture methane. During the past year, we successfully transitioned the closed "Balefill" landfill from quarterly to annual SEM events. We also negotiated permit procedures and protocols with the Division of Air Quality to isolate portions of the gas system during the Balefill mining project to maintain compliance with the air quality permit.

Gas Collection and Delivery

After installation of the current blower/flare skid in 2021, our team performed stack testing and reported to DEQ. S+G tracks continuous gas collection and delivery to the renewable energy project at the Cargill, Inc. facility across the Cape Fear River, and perform ongoing periodic maintenance to maximize gas sale.

Grant Assistance

We are providing assistance for SRF and grant applications to upgrade the gas treatment and delivery system, as well as to maximize gas capture, and minimize GHG emissions. We are prepared to continue our assistance in the development of new grant proposals while managing compliance and reporting with current awards. Most recently, S+G has assisted with FEMA BRIC Grants, NC DOT LAPP Grants, ARP Grants, and NC DEQ Greenhouse Grants. We also are working with Cumberland County to join in the Climate Pollution Reduction Grants (CPRG) program, which provides \$5 billion in grants to develop and implement ambitious and novel plans for reducing GHG emissions.

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.

PROJECT UNDERSTANDING



PROJECT UNDERSTANDING CONT. Greenhouse Gas Monitoring and Reporting

S+G has prepared GHG monitoring reports for submittal to EPA as required by 40 CFR Part 98. These reports are submitted annually in March through the EPA greenhouse gas reporting tool (e-GGRT) portal. S+G was able to gain access to e-GRRT shortly after beginning work with Cumberland County despite previous reporting contractors being unable to provide login credentials, and thereby meeting the federal reporting deadline. S+G continues to track changes and developments in the federal rule, including the changes proposed August 1, 2023.

Landfill Gas Collection System Design

S+G has prepared an updated Landfill Gas Management Plan for Ann Street Landfill incorporating the expansion of the system into Cells 9 & 10. This expansion will include vertical wells and remote wellhead systems to alleviate the need to raise wells and to avoid impact with waste compaction equipment. We are evaluating revisions to tools used to estimate gas generation and pollutant concentrations, including proposed changes to the AP-42 emission factors, and the Landfill Gas Emission Model (LandGEM).

Landfill Gas System Operations and Maintenance

Following the expansion and development of gas systems, S+G maintains staff and resources to assist in operations and maintenance of the installed infrastructure including piping repairs, valve repairs, blower replacements, troubleshooting and response to shutdowns or system malfunctions with a rapid response time.

Renewable Natural Gas (RNG) Treatment, Permitting, and Design

S+G has been in both supporting and primary roles in the development of new RNG projects in the United States. Many of our past developed projects are now converting to RNG including the necessary treatment and compression for conversion to pipeline grade quality. Our experience has included a long partnership with I.C. Thomasson Associates (ICT) Landfill Gas System Operations and Maintenance for the mechanical-electrical-plumbing portion of the projects. In the past few years, S+G and ICT partnered on front end engineering review of over 1,000 miles of low pressure agricultural gas pipelines in a hub and spoke concept for injection into the natural gas pipeline network. The system designs were prepared in compliance with PHMSA Part 192 Regulations. More recently, we are assisting with virtual pipeline delivery and offloading stations for the conversion of landfill gas to pipeline quality. S+G has the resources and partners to assist in various RNG systems including the sufficient treatment, air permitting, storage, and delivery of gas to the pipeline network. We also frequently partner with Crowder Construction Company on many of the projects referenced above, as well as numerous renewable energy projects to provide upfront gas value studies, and permitting assistance (air, local ordinance, etc.).

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

FIRM SERVICES

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and

OUR PROMISE

commitment.

FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. These services include:

- Site Characterization, Design, and Permitting
- Landfill Engineering Design, Permitting, and Construction
- Construction Administration and Construction Quality Assurance
- Landfill Gas System Design, Permitting, Construction, and Operations
- Air Quality Permitting and Compliance
- Carbon Credit Services
- Certification of landfill and LFG system construction
- Landfill Closure and Post-Closure
- Due Diligence and Environmental Site Assessment
- Feasibility Studies
- Economic Planning and Forecasting
- Operations Support
- Education and Training
- Peer Review/Expert Testimony

S+G was founded as an employee-owned company to provide specialty engineering and geological services focused on to the solid waste community. Because of our foundation in solid waste, S+G brings the following advantages:

S+G is one of the largest firms on the east coast that works exclusively in the solid waste field. Our professional staff has combined experience of over 250 years in the solid waste industry involving planning, siting, permitting, design, construction, operations, assessment, closure, and post closure care of various solid waste facilities.

S+G has significant experience providing innovative solutions including:

- S+G was one of the first firms to become a Chicago Climate Exchange (CCX) Verifier of landfill carbon credits.
- S+G is the Engineer of Record for the largest landfill in NC (Sampson Co., NC).
- S+G designed and implemented an innovative passive relief vent system that allows venting of potential gas pressures immediately below the cover system exceeding design limitations in the event of shutdown of LFG collection and control system.
- S+G designed the first piggy-back landfill design in NC (The City of Winston-Salem for HDR).

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

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FIRM SERVICES 111/

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.

Ann Street Landfill (NC) Abbeville County Landfill (SC) Bi-County Solid Waste Management Landfill (TN) Cleveland County MSW Landfill (NC)

Davidson County MSW Landfill (NC)

Georgetown County Landfill (SC) Grady Road MSW Landfill (GA)



QUALIFICATIONS CONT.

Landfill Gas Management

S+G has been a leader in all aspects of landfill gas (LFG) management since 2001. From permitting to design/engineering and operations, S+G has performed all levels of LFG permitting, including Title V, Prevention of Significant Deterioration (PSD), Best Available Control Technology (BACT) analysis, and Greenhouse Gas (GHG) reporting and permitting. We understand the importance of working with regulators in the regional and central offices to obtain the best permit with the most flexibility for the facility's operations.

S+G has a proven track record of moving permits forward in spite of regulatory opposition as evidenced by our work under the Commercial Industrial Solid Waste Incinerators (CISWI) and non-hazardous secondary materials (NHSM) rules on LFG combustion projects. When North Carolina's interpretation of this rule halted development of LFG to energy (LFGTE) projects, S+G's efforts in working with federal EPA and state air regulators allowed us to permit two (2) separate LFG-fired generators that otherwise would not have been approved. S+G has performed LFG sampling on numerous landfills from Florida to Pennsylvania. We have performed Tier 2 sampling from leachate collection systems, passive vents, active collection systems, and push probes to exempt landfills from New Source Performance Standards (NSPS) requirements to collection and control LFG.

Landfill Gas Monitoring, Assessment, and Remediation

S+G has performed landfill gas monitoring at landfill facilities since the 1990's. This includes preparation of LFG monitoring plans, assessment of LFG migration through soil gas surveys and well installation. We assist facilities with LFG remediation ranging from passive vent trenches to limit off-site migration, to

Landfill Gas Projects

Johnston County MSW Landfill (NC) Kersey Valley MSW Landfill (NC) Landfill Group/Enerdyne

Landfill Group/Enerdyne Lee County MSW Landfill (NC) Lexington County Landfill (SC) MAS Energy (VA, WI, PA) Newton County MSW Landfill (GA) Newton County MSW Landfill (GA) North Wake Landfill (NC) Oconee County Landfill (SC) Orangeburg County Closed MSW Landfill (SC) RVRA - Smith Gap Landfill (VA) Sampson County Landfill (NC) South Wake MSW Landfill (NC) Terreva Renewables, LLC (NC, OH) York County Closed MSW Landfill (SC)

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

FIRM SERVICES

OUR FOCUS

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



FIRM SERVICES CONT.

Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

Erosion and Sedimentation Control Permitting

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

Public Notices and Meetings

S+G has over 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

Economic Planning and Forecasting

S+G understands that the City has a successful history in developing longrange planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial pro forma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

COMMITMENT

FIRM SERVICES

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



FIRM SERVICES CONT. Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

Grant Funding Applications

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics, an MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

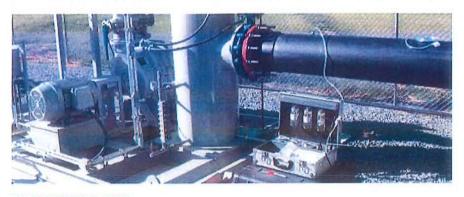
Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

FIRM SERVICES

ENVIRONMENTAL RESPONSIBILITY

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT. Environmental Justice Support

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tate is led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

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SATISFACTION

FIRM SERVICES

Satisfaction is the fulfillment of one's wishes, expectations, or needs. At S+6, we seek satisfaction for our clients by resolving their toughest environmental challenges.



FIRM SERVICES CONT.

S+G is extremely qualified to provide landfill gas system construction for the County. We have provided the table below listing Clients with similar project requirements as the County.

		1.1	F	lesou	rce Man	ager	nent		2010						Recover	Y									Reme	liation				
S+G R ³	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ COA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Water Quality Monitoring / Reporting	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Landfill Gas Monitoring	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1 / 2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	x	x	x	x	х	x	x	x	x	x	x	×	x	x	x	x				x		×	x	x	x	x	x	x		x
City of Charlotte, NC Renalssance Park											x		x	x									×		x					
City of High Point, NC Robby Stone, P.E.	x	×	x	x	x	x	x		×	x	x	x	x		x			х		x	x	x		x		-	x	x	x	
City of Winston-Salem, NC Jan McHargue			×								x	x	x	x						x		x	×		×			×	×	x
Davidson County, NC Charlie Brushwood	x	x	x	x	x	x	х	x	x	x	x	x	x		x		x		x	x	x	x		x	x		x	x	x	
DTE Biomass (Various Sites) Chris Anglin											x	x	x	х	x					10	1	x	1				1			
ETC of Georgia, LLC Mike Birch	x	x	x	×		x	x		×	x	x	x	x	x	x					×	x	x		×						
Halifax County, NC Christopher Williams	x	x	x	x	x	x	х	x	x	x			x		x					x		x	x	x	x		х	x		
Harnett County, NC Chad Beane	x	x	x	x	x	×	x	x	x	x										x		x	17	x	x		x	x		
Johnston County, NC Brian Beasley	x	x	×	x		x	x	x	x		x	x		x	x	x				x	x	x		x	x	x		x	x	
Lexington County, SC Dave Eger			×	x		×	×	x	x		x	x	x	x	x				x	x	x	x	x	x	x	x	x	x		x
MAS Energy (Various Sites) Jason Byers											x	x	x	x														×		
Biogas Energy Solutions (Various Sites) Steve LaLiberty								3			x	x	x								x								×	
Oconee County, SC Swain Still	x	×				x	x	x				x	x	x	х		x			x	x	x	×	x	x					
Person County, NC Ray Foushee						x						x	x	x	x	x				x		x	x		x					
Roanoke Valley Resource Authority Jeremy Garrett	x	×	×	x		x		1		x	x	x	x	x						x	x	x	x			x				
Sampson County Disposal LF (NC) Joe Smith	x	×	x	x		x	х		x	x	x	x	x	x	x	x				x	x	x		x		1	x		x	
Surry County, NC Jessica Montgomery		R						x			x					x				x	x			x	x					
Washington County, NC Danny Reynolds	x	×	×			x	×												1	×		x	T	x						
Wayne County, NC Randy Rogers												x	x	x		x					×			x			3	-		

SMITH GARDNER

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

PROJECT EXPERIENCE AND REFERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- » Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- » Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services have been regarding grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of partial grade separation transfer station, recovery and mining of a former unlined MSW landfill, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential re-use, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

Surveying Services - S+G has provided field and aerial surveying services for landfill grade monitoring, as-built recordation, construction staking, site investigation surveys, monitoring wells, and landfill airspace review and reporting including aerial photography for year over year progress.

PROJECT EXPERIENCE AND REFERENCES

DAVIDSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Landfill Design and Permitting

» Construction Administration and CQA

- »Air Quality Permitting
- »Water Quality Monitoring/Assessment
- »Landfill Gas to Energy
- »Landfill Closure
- »Financial Studies
- »Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT Recovery

DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

Description – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

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PROJECT EXPERIENCE AND REFERENCES

JOHNSTON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- » Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- »Financial Evaluations
- » Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director Solid Waste Director 919.938.4750 brian.beasley@johnstonnc.com

SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

Description - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Landfill Gas to Energy (2009-Present) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project was developed to generate renewable electricity. S+G provided permitting and operational assistance to the developer, as well as testing to preserve the voluntary status of the LFGCCS. As the LFGTE project has changed hands over the years, S+G continues to provide assistance as needed. Most recently we provided engineering and CQA services for a wellfield expansion to increase LFG flow to support the current project.

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

Piggy-Back C&D Landfill Design for Presumptive Remedy – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

RROJECT EXPERIENCE AND REFERENCES

02/08/2024

CITY OF DURHAM LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: » Landfill Gas to Energ » Water Quality Monitoring » Landfill Gas Monitoring » Cover Inspections » Landfill Audit RESOURCE MANAGEMENT RECOVERY

DURHAM, NORTH CAROLINA / 2010 - PRESENT

City of Durham Landfill Gas to Energy Project - S+G supports Terreva Renewables, LLC in the development, design, permitting, and optimization of their landfill gas to energy projects. At the City of Durham's landfill, S+G has reviewed existing operations and assisted in making upgrades to improve the performance of the existing system and reduce long term operational costs. S+G provides similar assistance on multiple landfill projects for Terreva at other existing LFG to electricity projects in North Carolina, and provided due diligence and feasibility analysis services as they transition from LFG to electricity to RNG projects. S+G provides high level communication between the regulatory agencies, the developer and the landfill owner to bring a cost effective and efficient plan together that meets or exceeds every clients' expectations.

Air Permitting Assistance - S+G evaluated the air permit for the landfill gas flare at the landfill and determined that emissions were below levels requiring a permit. As a result, we were able to assiste the City in retiring the permit.

Water Quality Monitoring – S+G has performed groundwater or surface water monitoring at the closed MSW landfill since 2016. Our work has included measuring water levels in monitoring wells and piezometers, purging of wells, and collecting groundwater and surface water samples for analysis. S+G has also prepared semi-annual reports for submittal to NCDEQ.

Landfill Gas Monitoring - S+G has performed quarterly landfill gas monitoring at the facility and has prepared monitoring data sheets for submittal to the City and DEQ as necessary.

Landfill Audit - S+G performed a comprehensive landfill audit to evaluate site conditions during our initial work with the city.

Cover Inspections - S+G performed semi-annual cover inspections and prepared reports summarizing any items that the city should address. S+G has also assisted the city with cover repair inspections and correspondence with NCDEQ.

Client Reference:

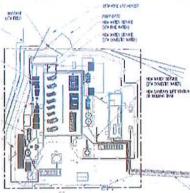
Terreva Renewables, LLC Mr. Richard Crowther, Vice President -Development 678.640.8038 rcrowther@terrevarenewables.com

PROJECT EXPERIENCE AND REFERENCES

02/08/2024

TERREVA RENEWABLES RNG FACILITIES





PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Civil/Site Design
- »Civil Drawings
- »Civil Engineering Support

RESOURCE MANAGEMENT RECOVERY

MULTIPLE SITES / 2020 - PRESENT

Client: I.C. Thomasson Associates, Inc./Crowder Industrial Construction, LLC

Project Sites: SPSA Landfill RNG Facility, Suffolk VA Wayne Township Landfill RNG Facility, McElhattan, PA Countryside Landfill RNG Facility, Grayslake, IL Outagamie County Landfill RNG Facility, Little Chute, WI

Project Description: As part of a multidisciplinary design team working with the lead engineer (I.C. Thomasson Associates, Inc.) and designbuild contractor (Crowder Industrial Construction, LLC), Smith Gardner performed civil/site design and civil engineering support services for the development of four renewable natural gas (RNG) facilities, located in Virginia, Pennsylvania, Illinois, and Wisconsin for Terreva Renewables, LLC (formerly MAS Energy, LLC). Services performed by S+G included:

- Civil/Site design
- Preparation of Civil drawings and specifications
- Preparation of applicable permitting documents and information (Erosion Control Plans, Stormwater Pollution Prevention Plans (SWPPPs), Drainage Calculations, etc.) to support obtaining the necessary State and local approvals for each project
- Coordination of geotechnical and surveying consultants (all sites) and wetlands consultants (one site) during the initial stages of work
- For three of the sites, S+G performed civil/site design for the sales gas pipeline and natural gas utility metering station (connection point for the natural gas pipeline)
- Engineering support services to the contractor during construction
- · Preparation of record drawings and documentation

Each facility has a capacity of 2,500 scfm or greater and can produce in excess of 1,100 MMBtus of RNG on a daily basis.

Client Reference:

Terreva Renewables, LLC Mr. Richard Crowther, Vice President -Development 678.6408038 rcrowther@terrevarenewables.com

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PROJECT EXPERIENCE AND REFERENCES

SAMPSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Closure
- »Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- »Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- »Air Quality Permitting
- »Greenhouse Gas Reporting

RESOURCE MANAGEMENT

RECOVERY

Client Reference:

0PAL Fuels Suparna Chakladar Senior Vice President Fuel Supply & Environmental Services 5087 Junction Road Lockport, NY 14094 951.833.4153 schakladar@opalfuels.com

ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

Description – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/ CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/ bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021.

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells. During the landfill's transition from LFG to RNG production in 2023, S+G worked with the developer to obtain a Title V permit. We provided technical information and historical perspective to respond to pubic comment, and to justify use of emission factors that were in question by the permitting agency. Our relationship with DEQ and EPA assisted in streamlining the permitting process.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

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ROJECT EXPERIENCE AND REFERENCES

UNC-CHAPEL HILL - ORANGE COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

» Landfill Gas Air Permitting

» Landfill Gas to Energy Feasibility Analysis

- »Landfill Gas Quality Testing
- » Carbon Credit Assessment and Monitoring
- »Landfill Gas Collection System Design, Bidding, and Construction Administration

RESOURCE MANAGEMENT Recovery

ORANGE COUNTY, NORTH CAROLINA / 2007 - 2012

S+G worked with UNC-Chapel Hill both directly and as a sub-consultant for another engineering firm.

LFG Utilization - S+G worked with Affiliated Engineering, Inc. (AEI), Orange County, and UNC to assist the university to develop a gas to energy project at the Orange County Landfill in Chapel Hill, NC. Contacted by AEI in 2007, S+G initially performed a feasibility study to identify candidate technologies. Once LFG to power generation was selected, we worked with AEI to prepare bid and construction documents, oversee construction of the collection system, provide design modifications as needed, and take part in system commissioning. S+G also helped the university evaluate power generation technologies and vendors, and perform sampling to provide data for the team to determine the appropriate level of LFG pretreatment.

LFG Sampling - S+G performed sampling and analysis of gas quality for many constituents, including siloxanes, H2S, hazardous air pollutants, and other compounds. S+G also performed monitoring flow and methane from existing vent flares to ensure that carbon credits from the project were preserved.

Permitting - S+G developed a LFG Management Plan, which was used by the County's solid waste engineers to modify their permit to include the project. We also prepared and submitted the application to permit air emissions from the project flare.

Client Reference:

Affiliated Engineers, Inc. Mr. George Howe, Sustainable Project Manager 919.419.9802 GHowe@aeieng.com

MP BURHAM LLC



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Landfill Gas to Energy



DURHAM, NORTH CAROLINA / 2010 - 2019

MP Durham, LLC Landfill Gas to Energy Project - S+G supported Biogas Energy Solutions, LLC (BES) in the design, expansion, compliance, reporting, and optimization of their landfill gas to energy (LFGTE) projects. At the MP Durham, LLC LFGTE project, located at the City of Durham landfill, BES owned and operated three (3) landfill gas fired gensets with a combined capacity of over 3 megawatts per hour (MWh). S+G has provided assistance in the LFG collection system expansion design and construction to improve performance of the existing project. We also assisted BES in Title V permit compliance and reporting at this and other projects in the Carolinas. S+G coordinated annual stack testing to demonstrate compliance with State and Federal emission standards, and facilitated communication between the projects and the regulatory agencies.

Client Reference:

Biogas Energy Solutions Mr. Steve LaLiberty 860.678.7537 x11

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EMPLOYEE OWNED

KEY PERSONNEL

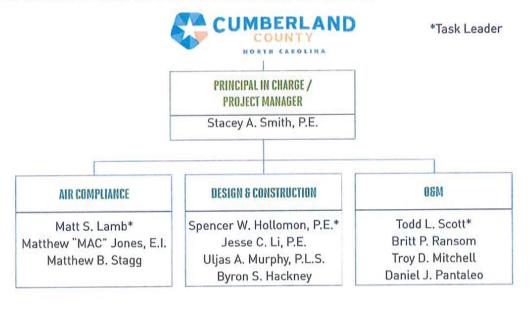
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



SUB-CONTRACTORS SCADA - Connected Development Environmental Testing - Enthalpy Analytical and Air Technology Laboratories, Inc.

02/08/2024

Academic Credentials:

- B.S. Civil Engineering (Construction), 1992
 North Carolina State University, Raleigh, NC
 M.C.E. Civil Engineering (Geotechnical), 2004
 North Carolina State University, Raleigh, NC
- Nothi Calduna State University, Nateigr

VEY PERSONNEL

Duties:

2006 - Present – President 2000 - Present – Board of Directors

Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MO, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.) 1995 - 1996 – S.T. Wooten Corporation (STW) 1992 - 1995 – Hazen & Sawyer, P.C. 1991 - 1992 – G.N. Richardson & Associates, Inc. (GNRA)

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

Professional Activities:

American Society of Civil Engineers (ASCE) Professional Engineers of North Carolina (PENC) Solid Waste Association of North America (SWANA) North Carolina Board of Examiners for Engineers & Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

Selected Publications & Presentations:

Smith, Stacey A, "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

- Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016
- Smith, Stacey A, and Smyth, Joan A, "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group, NC's On-site Wastewater Task Force Committee, and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

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EY PERSONNEL

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Academic Credentials: B.A. Environmental Studies, 1995 University of North Carolina at Wilmington, NC M.S. Environmental Management, 2013 University of Maryland, University College, MD **Duties:** 2006 - Health and Safety Officer Professional Training: OSHA 40-Hour Health and Safety Training (29 CFR.1910.120) Transportation of Dangerous Goods Training (HM181-126F-215B & IATA) **Employment Record:** 2003 - Present - Smith Gardner Inc. 2001 - 2003 - URS Corporation 1995 - 2001 - Pollution Prevention Engineering, P.A. Principal Areas of Expertise: Air Permit Compliance and Modeling Landfill Gas to Energy (LFGTE) Feasibility Evaluation Landfill Gas Monitoring and Compliance NPDES Storm water and Wastewater Compliance Oil Pollution Prevention Act Compliance, including Spill Prevention, Control, and Countermeasure **Plan Development Professional Activities:** Air and Waste Management Association (AWMA) Carolinas Air Pollution Control Association U.S. EPA Landfill Methane Outreach Program **Selected Publications & Presentations:** Lamb, Matt. "A Case Study of Siloxane Analysis Techniques at a Multi-engine Landfill" SWANA's 37th Annual Landfill Gas Symposium, Monterey, CA. Presented March 27, 2014 Lamb, Matt. "Sustainable Conversion of Waste to En ergy - Existing and Emerging Technologies: Successes and Challenges" 3rd Annual Sustainability Symposium and Expo, Leland, NC. Presented March 22, 2013 (co-presenter Gregory Brinkley, Waste Industries USA, Inc.) Lamb, Matt "Federal Combustion Rules put States on Shaky Ground - Breaking the LFGTE Permit Log Jam" 16th Annual LMOP Conference and Project Expo, Baltimore, MD. Presented January 31, 2013 Lamb, Matt, "Landfills and the Mandatory Green house Gas Reporting Rule." 2010 NC SWANA Conference, Asheville NC. Presented April 27, 2010. Lamb, Matt. "Estimating the Value of Your Landfill Gas to Energy Project." 13th Annual LMOP

to Energy Project." 13th Annual LMUP Conference and Project Expo, Baltimore, MD. Presented January 12, 2010. Lamb, Matt, "Breaking the LFGTE Permit Log Jam - NC

Interpretation of Federal Combustion Rules may have Impacts Beyond State Lines".

MATTHEW S. LAMB

Senior Scientist - Raleigh, NC



Mr. Lamb has provided landfill gas and air consulting services throughout the United States. As a compliance specialist, he has provided practical solutions to complex regulatory issues. Mr. Lamb's main field of expertise in air compliance and permitting has included Title V and PSD permits, NESHAP, MACT, and BACT standards, and New Source Pollution Standards (NSPS) for landfills and LFG-fired engines.

Mr. Lamb's main field of expertise is air compliance and permitting. He is proficient with state air regulatory agencies and rules, as well as federal programs including Title V federally enforceable permits, National Emission Standards for Hazardous Air Pollutants (NESHAP) and Maximum Achievable and Best Available Control Technology (MACT, BACT) standards, and New Source Pollution Standards (NSPS) for MSW landfills. Projects in which Mr. Lamb has played a lead or management role include:

- Landfill Gas to Energy (LFGTE) Project Development
- Transition from Subpart WWW to Subpart XXX NSPS
- Title V Permit Application Submittal and Compliance
- Carbon Credit Validation and Verification
- Air Emission Inventory Reporting
- Gas Collection System Design and Installation
- Tier 1 and Tier 2 Landfill Gas Generation Rate Sampling and Reporting
- Startup, Shutdown, and Malfunction (SSM) Plan Development and Implementation
- Landfill Gas Generation Rate Modeling

Growing interest in LFGTE projects, as well as increased awareness of our changing climate has brought more focus on emissions from active and closed landfills. Mr. Lamb has evaluated and assisted in developing numerous projects ranging in size from 4,800 standard cubic feet per minute (scfm) to 200 scfm. In addition, Mr. Lamb continues to work with the Climate Action Reserve to bring landfill methane greenhouse gas credits to the market.

Matt has managed due diligence assessments to assist municipalities and private developers seeking to acquire LFGTE projects at sites across the country. These projects have included mid-sized medium Btu direct use to boiler, LFG to electricity, and high Btu pipeline injection. During this effort, Mr. Lamb performed or managed LFG generation and collection potential evaluations, waste stream assessment and 10-year projections, LFG sample collection and analysis, compliance evaluations and projections, and Phase 1 Environmental Site Assessments.

As the rules regulating landfills and related LFG emissions have gone through recent revision, Mr. Lamb has analyzed the impact on new and existing sources, as defined by 40 CFR Subparts XXX and Cf, respectively. He has authored guidance documents discussing new requirements and pending compliance deadlines.

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SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water guality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

Academic Credentials: B.S. Civil Engineering, 2014 North Carolina State University, Raleigh, NC M.C.E Civil Engineering, 2016 North Carolina State University, Raleigh, NC

EY PERSONNEL

Professional Credentials and Certifications: Professional Engineer - NC, SC, GA OSHA 40 Hour Hazardous Waste Operations Landfill Gas (LFG) Systems Leachate Management Systems Stormwater Management Permitting Civil/Site Analysis

Employment Record: 2013 - Present - Smith Gardner, Inc.

Areas of Expertise:

Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities: American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

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Academic Credentials:

A.S. Surveying Technology, 2010 White Mountains Community College, Berlin, NH

EY PERSONNEL

B.S. Geography, 2013 Appalachian State University, Boone, NC

Professional Credentials and Certifications: Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

Employment Record:

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

Principle Areas of Expertise: Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities: North Carolina Society of Surveyors

ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAS. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

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EY PERSONNEL

JESSE C. LI, P.E.

Academic Credentials:

 B.S. Environmental & Ecological Engineering, 2018 Purdue University, West Lafayette, IN M.S. Civil Engineering, 2019

Purdue University, West Lafayette, IN

Professional Credentials: Professional Engineer - NC OSHA 30 Hour Construction Safety and Health Training

Employment Record: 2019 - Present - Smith Gardner, Inc.

Areas of Expertise:

Construction Quality Assurance (CQA) Stormwater Modeling and Design Leachate Management System Design Environmental Compliance

Project Engineer - Raleigh, NC



Mr. Li has experience in stormwater management and design, which includes preparing erosion and sedimentation control plans and stormwater compliance monitoring. He also has experience designing and permitting landfills and mines. His field experiences include on-site construction quality assurance, stormwater discharge sampling, landfill gas monitoring, and BMP inspections.

Mr. Li is a graduate of Purdue University receiving his undergraduate degree in Environmental and Ecological Engineering and his master's degree in Civil Engineering prior to joining Smith Gardner in 2019.

His master's degree focused on hydraulics and hydrology which included coursework in coastal engineering, groundwater modeling using MODFLOW, hydrologic modeling using HEC-HMS and GIS, stream restoration design, and solid and hazardous waste management.

Mr. Li has experience in stormwater management and design, which includes compliance monitoring at landfill sites with NPDES stormwater discharge permits and preparing erosion and sedimentation control plans for land disturbance permit applications. He also provides engineering design support for stormwater infrastructure at landfill sites in North Carolina.

Additionally, he has provided design and permitting services for landfills and mines in North Carolina. He has experience preparing bid and construction issue documents as well as providing operational support and on-site construction quality assurance (CQA) monitoring of construction activities at landfills.

Mr. Li's field experiences include stormwater discharge sampling, BMP inspections, stack test monitoring, and landfill gas monitoring.

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EY PERSONNEL

TODD L. SCOTT

Construction Manager - Raleigh, NC



Mr. Scott has over 30 years of experience in environmental remediation including soil and groundwater, construction, and installation of landfill gas extraction systems.

Mr. Scott experience in a variety of capacities within the Environmental and General Civil fields. He has held various positions in consulting and contracting firms including Environmental Technician, Site Supervisor and Vice President and principal consultant for the construction of landfill gas projects at Solid waste landfills across the eastern United States.

His experience includes onsite management for environmental construction projects associated with the remediation of soil and groundwater impacted with a variety of contaminants, closure of waste water lagoons, and the construction and installation of landfill gas extraction systems.

He has been responsible for the implementation and completion of various construction projects for the installation of landfill gas extraction systems, onsite management of construction personnel, and for the preparation of price quotations for large scale assessment and remediation construction projects.

Mr. Scott has extensive experience in the operation of a wide variety heavy equipment, including the operation of environmental drilling equipment. He has achieved expert proficiency in the operation of track excavators, track loaders, backhoes and articulating blade dozers.

Mr. Scott is experienced in confined space entry cleaning of underground and above ground storage tanks. He has been responsible for the removal and disposal of large quantities of petroleum impacted soil and water, and the installation of various remediation systems located at numerous sights impacted by a variety of contaminants. He has maintained system documentation for client and NC DEQ regulatory requirements. He has experience with pump & treat systems, vapor extraction systems, and sparging systems; repair of electric and pneumatic pumping systems; installation of compressor pads, flares and piping systems for numerous landfill gas production companies located throughout the eastern united states. He has installed landfill leachate collection pumps and dual contained discharge piping systems and provided periodic maintenance and adjustment of system components.

Academic Credentials: General Coursework, 1995 - 1997 Greenbrier County Community College Lewisburg, WV General Coursework, 1997 - 1999 College of West Virginia, Beckley, WV Diesel Mechanic School Graduate, 1991 United States Navy, Port Hueneme, CA

Professional Credentials:

North Carolina Licensed General Contractor (ID#15337) North Carolina Licensed Well Driller (ID#3335) North Carolina Licensed Pump Installer OSHA 40 Hour Certification OSHA 8 Hour Supervisor Certification OSHA HAZWOPER Training Certification Hazardous Materials 126 Certification Hazardous Materials 181 Certification HDPE Fusion Academy Certification

Employment Record:

2023 - Present - Smith Gardner, Inc. 1997 - 2023 - Piedmont Industrial Services, Inc. 1997 - 1998 - Terra Technologies Group, PA. 1994 - 1996 - United Environmental Contractors 1992 - 1994 - ENSCI Environmental, Inc. 1991 - 1999 - United States Navy SeeBees

Areas of Expertise:

Environmental Construction Soil & Groundwater Remediation Heavy Equipment Operation Environmental Drilling Equipment Operation Construction and Installation of Landfill Gas Extraction Systems Underground Storage Tank Removal

02/08/2024

MATTHEW M.A.C. (MAC) JONES, E.I.

Academic Credentials:

KEY PERSONNEL

- B.S. Environmental Technology & Management, 2016, North Carolina State University, Rateigh, NC
- M.S. Environmental Engineering, 2020 University of Colorado at Boulder, Boulder, CO

Professional Credentials and Certifications: Engineer Intern Certificate OSHA 40 Hour HAZWOPER Associate Professional Soil Scientist Soil Science of America

Employment Record: 2020 - Present - Smith Gardner, Inc. 2016 - 2017 - North Carolina State University

Areas of Expertise:

Air Quality Permitting and Compliance Erosion and Stormwater Management Groundwater Remediation Odor Control Environmental Toxicology

Publications:

Jones, Matthew, "Quantifications of Trace Metal Loading within a Mineralized Watershed and a Changing Climate, Warden Gulch, Summit County, Colorado" - Disertations & Thesis at the University of Colorado, Boulder, 2020 Staff Engineer - Raleigh, NC



Mr. Jones has experience with environmental odor management, water quality testing, groundwater remediation, stormwater and erosion planning and permitting, and gas monitoring data analysis.

Mr. Jones is a graduate of University of Colorado at Boulder receiving his master's degree in Environmental Engineering and from North Carolina State University receiving his bachelor's degree in Environmental Technology and Management.

He chose to pursue an environmental technology and management degree after discovering interests in soil, water quality, hydrology, and environmental chemistry and the roles they play in our society today.

As an undergraduate, Mr. Jones conducted bench-scale biogeochemical experiments to evaluate the effectiveness of zinc removal by fungal produced manganese oxides isolated from a groundwater remediation system at a Superfund site. Following his undergraduate studies, he was a research technician at North Carolina State University where he conducted bench-scale, hydrogeochemical experiments to determine the fate and transport of arsenic within a variety of environmental systems. Mr. Jones also oversaw daily lab operations, including lab safety training and hazardous waste disposal.

After completing his environmental technology and management degree, Mr. Jones continued on to pursue a master's degree in Environmental Engineering focusing on hydrology and water quality of natural systems. His thesis work evaluated natural and anthropogenic controls on trace metal loading to high alpine streams of the Rocky Mountains. During his work as a water quality intern with the Boulder Waterkeepers, Mr. Jones analyzed water quality data for the Upper Boulder Creek Watershed and developed a comprehensive report of water quality issues and assessed their relations to legacy mining activities.

As a staff engineer at Smith Gardner, Mr. Jones has developed his skills supporting a variety of projects including air quality permitting, LFG monitoring and compliance, stormwater and erosion permitting, and environmental odor management.

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RESPONSIVENESS

KEY PERSONNEL

S+G understands that time is of the essence and that our client's needs come first. To that end we incorporate responsiveness into everything we do.



CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's project and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development Into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
spencer withonomony rier		Cumberland County New Convenience Center	\$60,000	Q4/2025
	-	Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
oijas A. Warphy, r icis.		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. LI, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
Jesse C. Lij F.C.	4070	South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
	-	ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Matthew S. Lamb	30%	EPA Greenhouse Gas Reporting Management - Multiple landfills (NC, SC, VA, TN)	\$50,000	Q2/2024
Watthew 5. Lamb	00/0	Landfill Gas Resource Study - Multiple landfills for undisclosed RNG developer	\$50,000	Q1/2024
		RVRA Smith Gap Landfill - Air permit compliance, LFGCCS maintenance	\$25,000	Ongoing
		Confidential governmental client - Compliance review of undisclosed landfill	\$10,000	Q1/2024
Matthew "Mac" Jones	25%	Red Rock Disposal C&D Landfill - Erosion control plan, construction admin	\$10,000	Q1/2024
Matthew Mat Jones		Private Landfill - LFGCCS expansion admin, air permit compliance	\$25,000	Ongoing
		Waste Reclamation C&D Landfill - Permit to construct application	\$10,000	Q1/2024
	-	Private Landfill (TN) - LFGCCS design plan revision	\$10,000	Q2/2024
Matthew B. Stagg	30%	Cumberland Co. Ann Street Landfill - Air permit compliance, emissions monitoring	\$15,000	Ongoing
and an anabb		Private Landfill (TN) - Wellfield compliance, emission monitoring	\$15,000	Ongoing
		Cleveland County MSW Landfill - Tier 2 NMOC emission sampling/reporting	\$10,000	Q2/2024
		Undisclosed Client - Surface emission monitoring	\$10,000	Ongoing
Byron S. Hackney	1	Undisclosed Client Rain Cover Installation	\$125,000	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

02/08/2024

APPENDIX A FORMS AND REQUIRED DOCUMENTATION

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

<u>×</u>	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
х	This proposal was signed by an authorized representative of the Contractor.
Χ.	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
x	All labor costs associated with this project have been determined, including all direct and indirect costs.
<u>x</u>	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
X	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Smith Gardner, Inc.						
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX: ZIP: 27603					
CITY & COUNTY & ZIP: Baleigh Wake County 27603			TOLL FREE TEL. NO: 9-828-0577			
PRINCIPAL PLACE OF BUSINESS ADDRES VENDORS ITEM #10):			(SEE INSTRUCTIONS TO			
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	ON BEHALF OF	FAX NUMBER:				
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithgardnerinc.com				

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

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In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X. The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
 - _____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
 - ______ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Smith Gardner, Inc. STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX: ZIP: 27603					
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603		TELEPHONE NUMBER: 919	TOLL FREE TEL. NO: 9-828-0577			
PRINCIPAL PLACE OF BUSINESS ADDRES VENDORS ITEM #10):	SS IF DIFFEREN	T FROM ABOVE	(SEE INSTRUCTIONS TC			
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	FAX NUMBER:					
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithgar	dnerinc.com			

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Smith Gardner, Inc. , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E., President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith, P.E. , being first duly sworn, deposes and says that:

1. He/She is the President of Smith Gardner, Inc. , the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices duoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, confivance or unlawful agreement on the part of the proposer or any of its agents representatives owners employees or parties in interest including this affiant

agonis, representatives, or parties in n	norost, moruanig inis arranti
Signature	_
Printed Name: Stacey A Smith, P.E.	
Title: President	
Date: 02/07/2024	
Subscribed and Sworn to Before Me,	
This 7th day of February , 2024	BRENT C. AIKMAN NOTARY PUBLIC
Notary Public Brent C. Aikman, Wake County, N.C	
My Commission Expires: 01/19/2028	My Commission 2.4



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No. : F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

POST IN PLACE OF BUSINESS

Issued 06/07/2023

Executive Director

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AUTHORIZED REPRESENTATIVE

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AUTHORIZED REPRESE!	

APPENDIX B SAM/EPLS LIST

Special EntiSMILEPAYMENTS, LLC			NUX		LKQUM/7A/Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	(also SMILE S4MR8X4RH
		WILMINGTON	USA		MGELV5GFReciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	S4MR8X4BG
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Firm SNAP OFFICE SUPPLIES, LLC	2412 GRAA SUITE 2	ROCKVILLE VA	NSA	23146	LACYKW8XI Reciprocal EPA	Ineligible (Proceedings 9/7/2023 Indefinite	(also ANDY S4MR5BQE7RVT1
Special EntiSNGB AO	19 KUKUYEVITSKOGO STREET	SURGUT	RUS	628400	D97VAQ4A Reciprocal TREAS-OFAC	Prohibition, PII data has 1/26/2018 Indefinite	S4MRQP5ZM
Special EntiSNIPER AFRICA	P.O. BOX 28215	KENSINGTON	ZAF	2101	US73TKLBL Reciprocal TREAS-OFA 03-SD	US73TKLBL Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PII data has been mask Indefinite	(also SNIPE S4MR3QBML
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NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID WASTE BORROW AREA DRILLING

BACKGROUND

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to assist the County with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes a Borrow Area Drilling Investigation, Remaining Borrow Evaluation and Reporting, and incorporate Investigation Data into the Balefill Design Hydrogeologic Report.

The agreement amount shall not exceed \$30,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is in the current project budget for Landfill Expansion and Pilot Studies for the Solid Waste Department.

At their September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the September 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$30,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description Board Approval of Bid Award Service Agreement Type Backup Material Backup Material

ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN QUEEN - KENNEDY MARIE WHITAKER FIRST RUNNER UP - BAILEE SWINTON SECOND RUNNER UP - SONIA ROSS THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

Approved A.	Approval of Proclamation Recognizing March 2024 as	Women's History Month
-------------	--	-----------------------

Approved

B. Approval of Proclamation Recognizing March 2024 as Social Workers Month

C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

NovusAGENDA

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

ApprovedE.Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation
Agency Safety Plan (PTASP)

ApprovedF.Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates

H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

NO BOARD ACTION REQUIRED

G.

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
 - L. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

3.

PUBLIC HEARINGS

A. Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

Rezoning Cases

- Approved B. Case ZON-23-0035
 - C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
 - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
 - A. Civic Center Commission (3 Vacancies)

NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

NovusAGENDA

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

NOMINEE:

JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

NOMINEE:

RYAN AUL DR. TORIKA FULLER

- 6. APPOINTMENTS
 - A. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

SIGMA SMITH - AGING SERVICE PROVIDER

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

APPOINTED:

CHARLES MCLAURIN

C. Farm Advisory Board (1 Vacancy)

APPOINTED:

JOEY SHORT

- 7. CLOSED SESSION: If Needed
 - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
 - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

- TO: BOARD OF COUNTY COMMISSIONERS
- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES
- DATE: 3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE WATER QUALITY SERVICES

BACKGROUND

On February 1, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide water quality services. The County is seeking a qualified consultant to assist with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill. Firms had until February 15, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Water Quality Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Water Quality Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract

for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description Summary Evaluation Sheet Solid Waste Water Quality Services Type Backup Material

Summary Sheet	Firm Qualifications Relevant Experience Project Project Team Firm References Notes Schedule Schedule Qualifications Total *Additional Notes Below*	20 Points Max 25 points Max 15 Points Max 25 Points Max	rt, Inc. 20 25 15 25 15 10	20 25 13			Additional Notes *If additonal space is needed for notes, see attached				
Evaluators Name:	Fi		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			Vendors				

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service Total Max Points (Per Vendor) 100

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement made this the <u>23</u>^{eo} day of <u>JULY</u> 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.



PRICE: This agreement shall not exceed total payment of \$30,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the General Manager of Natural Resources as its exclusive agent with respect to this Agreement. The General Manager of Natural Resources as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the General Manager of Natural Resources. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:	COUNTY:
Smith Gardner, Inc.	Amanda L. Bader, General Manager of Natural Resources
14 N. Boylan Avenue	698 Ann Street
Raleigh, NC 27603	Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST

BY:____

ANDREA TEBBE, Clerk

SMITH GARDNER, INC.

ATTEST BY

This instrument has been Pre-audited in the manner required by the Local Government **Budget and Fiscal Control Act.**

County Finance Office

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BY: _____ **GLENN ADAMS, Chairman Board of County Commissioners** BY: STACE A. SMITH Name/Title PRESIDENT

Approved for Legal Sufficiency upon formal execution by all parties

County Attorney's Office Bol Approved ana 3/15/24

SM	ITH	+GARDNER

WEB

www.smithgardnerinc.com

July 12, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal Cumberland County Borrow Area Drilling

Dear Ms. Bader:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance in the stormwater compliance at the Cumberland County Ann Street Landfill facility located in Fayetteville, North Carolina. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

SCOPE OF SERVICES

Task 1: Borrow Area Drilling Investigation

A. <u>Piezometer and Soil Boring Installation</u>: S+G will oversee installation of two piezometers and two soil borings to further investigate the remaining capacity of the existing borrow area. These will be drilled on the eastern side of the borrow area near the hiking trail. The proposed drilling locations are shown on Figure 1. Upon installation, S+G will survey the locations and elevations of each soil boring and piezometer.

Task 2: Remaining Borrow Evaluation and Reporting

A. <u>Borrow evaluation: S+G will</u> evaluate subsurface data from the new borings/piezometers as well as existing geologic data to evaluate the remaining borrow capacity in the existing borrow area. A report will be prepared summarizing our findings and will include recommendations for next steps.

Task 3: Incorporate Investigation Data into the Balefill Design Hydrogeologic Report

A. <u>Balefill Design Hydrogeologic Report</u>: S+G will revise the Permit to Construct Design Hydrogeologic Report to include the newly installed piezometers and soil borings. This data will be used to further evaluate subsurface conditions and the site-wide potentiometric surface map as well as site geologic cross-sections. Ms. Amanda Bader, P.E. July 12, 2024 Page 2 of 2

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep Cumberland County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
1. Borrow Area Drilling	\$17,000
2. Borrow Evaluation and Reporting	\$8,000
3. Incorporate Data in Design Hydrogeologic Report	\$5,000
Total Budget:	\$30,000

SCHEDULE

S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

Approval

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here ______ and transmit the number to S+G.

ASSUMPTIONS

S+G has made the following assumptions for the preparation of this proposal:

1. Access to drilling locations will be provided by Cumberland County

If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely, SMITH GARDNER, INC.

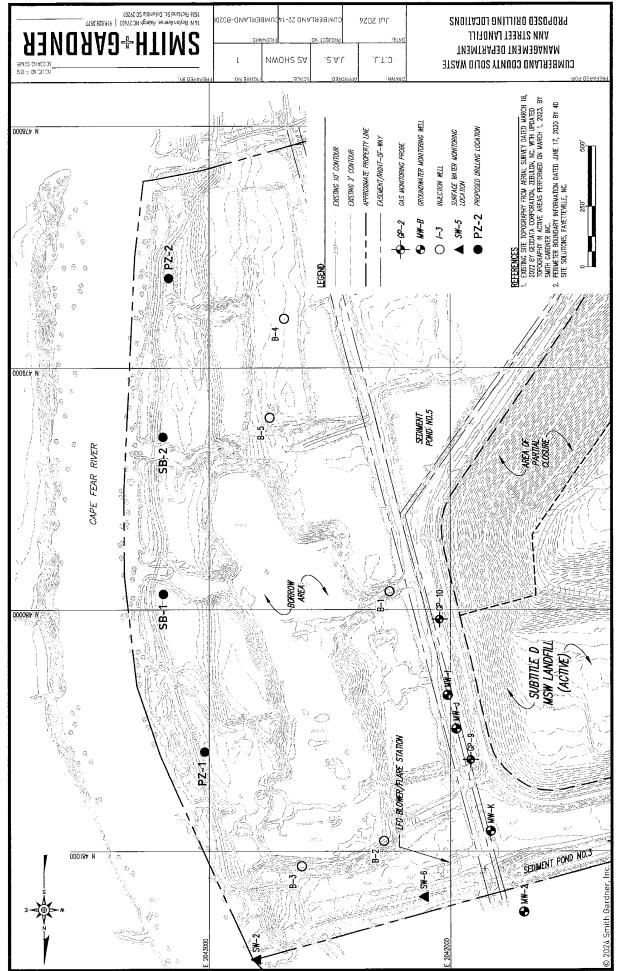
Joan A. Smylli Joan A. Smylli Joan Senior Hydrogeologist joan@smithgardnerinc.com Stacey L. Smith 278482DF1A09438... Stacey A. Smith, P.E. Senior Engineer (ext. 127) stacey@smithgardnerinc.com

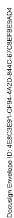
Attachment

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Figures

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SMITH+GARDNER



Columbia, SC

2024 FEE SCHEDULE

		2024 FEE SCHEDULE	
Staff Professional			Hourly Billing Rates*
President, Senior Engineer - Stacey	A Smith P.E.**		\$275/hour
Vice President, Senior Project Mana			\$260/hour
Vice President, Senior Engineer - Pie			\$250/hour
Vice President, Senior Project Mana			\$220/hour
Vice President, Senior Geologist - C.			\$210/hour
Vice President, Senior Hydrogeolog			\$205/hour
Principal, Senior Project Engineer - 6			\$162/hour
Principal, Senior Civil Designer - Chri			\$160/hour
Principal, Senior Project Engineer - J			\$160/hour
Principal, Senior Project Engineer - S			\$160/hour
Senior Engineer – John D. Barnard, P.	(A)		\$215/hour
			\$215/hour
Senior Project Manager – Jon M. Diet			
Senior Surveyor – Uljas J. Murphy, P.			\$200/hour
Senior Project Manager – Gregory T. F			\$195/hour
Senior Geologist – Bobby J. Wolf, P.G.			\$195/hour
Senior Engineer – E. Fred Mussler, III,			\$175/hour
Senior Scientist - Matthew S. Lamb**			\$160/hour
Project Engineer – Jesse C. Li, P.E.			\$150/hour
GIS Analyst – Jason D. McMahon, GIS			\$143/hour
Project Geologist – Clyde A. L."CAL" Ea			\$142/hour
Project Engineer – Jonathan "Johnny			\$142/hour
Project Engineer – Matthew M.A.C. "M			\$140/hour
Project Geologist - Seth C. Rickerts, P			\$130/hour
Project Manager – Lou J. Krasuski@@			\$130/hour
Construction Consultant – Albert B. "I	Buddy" Bowers, Jr.		\$125/hour
Management Consultant – D. Scott B	ost		\$125/hour
Construction Manager – Todd L. Scot	t		\$125/hour
Civil Designer – Robert V. Maynard, S	I ++ (UAS)		\$125/hour
Staff Surveyor – Chris W. Knox, Sl			\$125/hour
Systems Administrator - Sam T. Spen	cer ++ (UAS)		\$125/hour
Field Services Manager - Byron S. Ha	ckney**		\$122/hour
Field Services Manager - Britt P. Rans	som** (AAI)		\$120/hour***
Construction Manager – Troy D. Mitcl	nell++ (UAS)		\$115/hour
CAD Designer – Jeffrey R. Taylor			\$115/hour
Staff Engineer – Aubrie C. Miller			\$110/hour
Environmental Technician – Joshua	C. Rue		\$105/hour
CAD Designer – L Hal Blevins, III			\$105/hour
CAD Technician – Jacob Griffith			\$100/hour
Environmental Technician – Matthew	/ Stage		\$95/hour
Environmental Technician – Daniel J.			\$90/hour
Staff Technician			\$75/hour
Clerical/Administrative Secretary			\$50/hour
Expert Witness/Legal Services			Negotiated
Reproduction Expenses			105010100
Small Format (B size or smaller)	Black & White		\$0.10 per page
	Color		\$0.40 per page
Large Format (C size or larger)			\$4 per sheet
Equipment			see Rate Sheet
Expenses & Fees			0
Direct Project Expenses			Cost + 10%
* Rates are subject to review annual **Employee Owper	y.		
Employee Owner *Accredited Asbestos Inspector (A4	II) Services		+\$15/hour to rate
**FAA Small Unmanned Aircraft Syste		ercial UAS Operator Permit Holder	+\$15/hour to rate
@@Federal Reference Method 9 Visib		and the second se	+\$15/hour to rate
	na vena di 2010/27 kaza da 2020/28/2020/28/		a ante a construir esta construir de la Construir de Construir de Construir de Construir de Construir de Constr Construir de Construir de Construi

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Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

MINIMUM QUALIFICATIONS

- 1. The respondent shall have a minimum of 5 years of experience in water system design.
- 2. Qualifications of Professional Staff Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
- 3. Subcontractors Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the <u>+</u> that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <u>abader@cumberlandcountync.gov</u>, no later than **2:00 PM**, **Thursday, February 8, 2024**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

·	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
	This proposal was signed by an authorized representative of the Contractor.
	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
	All labor costs associated with this project have been determined, including all direct and indirect costs.
	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
·	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	IF DIFFERENT	FROM ABOVE (SE	E INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:	

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

, being first duly sworn, deposes and says that:

1. He/She is the ______ of _____, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Printed Name:

Title:

Date:

Subscribed and Sworn to Before Me,

This ______, _____, _____,

Notary Public

My Commission Expires:

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment* D is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party*. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) *Cancellation of Orders and Subcontracts*. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. <u>Remedies</u>

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal Icense to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

• Competitively within a timeframe providing for compliance with the contract performance schedule.

• Meeting contract performance requirements.

• At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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ATTACHMENT E: EVALUATION SHEET

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

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Attachment B

SMITH+GARDNER

PURPOSE: OUALDFICATIONS PROPOSAL DELINITY PREPARED IN RESPONSE TO:

CUMBERLAND COUNTY, NORTH CAROLINA REQUEST FOR QUALIFICATIONS

SOLID WASTE WATER QUALITY SERVICES

RESOURCE MANAGEMENT S+G REMEDIATION

DocuSign Envelope ID: CEC4BD43-72D1-48B6-9608-C2B885E75CED

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

TRANSMITTAL LETTER

SMITH+GARDNER

CORPORATE ADDRESS 14 N. Boylan Ave., Raleigh, NC 27603 TELEPHONE 919.828.0577 FAX 919.828.3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications Solid Waste Water Quality Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely, SMITH GARDNER, INC.

DocuSigned by: Stacey a. Smith, P.E. 27B482DF1A09438...

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com

DocuSigned by foon Smith B9779EBA711F488...

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

SMITH+GARDNER

www.smithgardnerinc.com

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

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CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

RESOURCE MANAGEMENT

INTRODUCTION

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers Operations Support Education and Training Peer Review/ Expert Witness Project Procurement and Construction Bid Procurement Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

RECOVERY

Renewable Energy Biomass Solar Landfill Gas Compost Materials Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation: Compost Facility Material Recovery Facility LFG Systems for Beneficial Use Site Redevelopment Waste Characterization Auditing Waste Reduction Solid Waste Facility Mining

REMEDIATION

Environmental Site Assessment Phase I and Phase 2 ESAs Water Quality Environmental Monitoring and Compliance Monitoring System Design and Permitting Groundwater and Surface Water Methane Gas Risk Management Remedial Design and Implementation Permitting Groundwater and Surface Water Methane Gas Remediation System Operations and Optimization Air Quality Permitting and Compliance Asbestos Management and Compliance



SMITH GARDNER, INC. Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacey@smithgardnerinc.com



INTRODUCTION

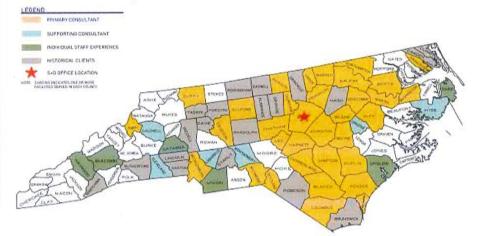
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

PROJECT UNDERSTANDING

02/08/2024

OUR MISSION

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

PROJECT UNDERSTANDING

02/08/2024

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



PROJECT UNDERSTANDING CONT.

Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

PROJECT UNDERSTANDING

02/08/2024

OUR PROMISE

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



PROJECT UNDERSTANDING CONT.

Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

PROJECT UNDERSTANDING

02/08/2024

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



PROJECT UNDERSTANDING CONT.

Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

02/08/2024

OUR FOCUS

FIRM SERVICES

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

Erosion and Sedimentation Control Permitting

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

02/08/2024

COMMITMENT

FIRM SERVICES

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



FIRM SERVICES CONT. Public Notices and Meetings

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial proforma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

Grant Funding Applications

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

EXPERIENCE

FIRM SERVICES

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

FIRM SERVICES CONT.

Grant Funding Applications Cont.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics, an MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

Environmental Justice Support

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

			Res	ouro	e Manag	eme	nt							Recover	У			_					1	Reme	diation	_			
RESOURCE RECUVERY	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1 / 2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	x	x	x	x	x	x	x	x	x	x	x	x	x	x					x		x	x	x	x	x	x	×		×
Bladen County, NC Kip McClary	x	x	×	x	×	×	x							×					×				×						
City of High Point, NC Robby Stone, P.E.	x	×	×	x	×	x	×	x	x	x	x	x		×			x		x	x	x		x			x	×	x	
Cumberland County, NC Amanda Bader	×				×	x	x	x	×	×			x		x			x	×	×	×	x	x	×		x	x	×	
Davidson County, NC Charlie Brushwood	×	x	x	x	×	x	х	x	x	×	x	x		x		x		×	х	x	x		×	×		x	×	x	
Halifax County, NC Chris Williams	×	x	x	x	x	x	x	×	x			x		x					x		x	×	x	x		x	×		
Harnett County, NC Chad Beane	×	×	×	x	x	x	x	×	×										x		x		x	х		x	x		
Johnston County, NC Brian Beasley	×	×	×	×		x	×	×		x	x		x	×					x	×	x		×	x	x		×	x	
Martin County, NC Justin Harrison	×	x	×			×	×	×	x										x				x			×			
Person County, NC Ray Foushee						x					x	x	x	×	x				x		x	×		×					
Sampson County Disposal LF (NC) Bryan Wuester	×	x	x	x		x	×	×	×	x	x	x	×	×					x	x	x		×			×		×	
Scotland County, NC Bill Lash	×	x	×	x	×	×	×	×	×					×					×	2	×	×	x	×		×	x		×
Washington County, NC Danny Reynolds	×	x	x			x	×												×		×		×			,			
Wayne County, NC Randy Rogers											x	x	×							×			×						
GFL South Wake Landfill (NC)	x	x	x			×		×	×													1				x			

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PROJECT EXPERIENCE AND REFERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

»Title V Compliance

»LFG Monitoring

- »Groundwater Monitoring and Management
- » Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting

RESOURCE MANAGEMENT RECOVERY

Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

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PROJECT EXPERIENCE AND REFERENCES

SAMPSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- »Landfill Closure
- » Gravity Groundwater Intercept Design
- » Landfill Gas Collection System Design
- » Landfill Gas to Energy System Design
- »Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- » Stormwater Monitoring/Reporting
- » Air Quality Permitting
- » Greenhouse Gas Reporting

RESOURCE MANAGEMENT

Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

Description – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/ CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/ bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

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PROJECT EXPERIENCE AND REFERENCES

DAVIDSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- »Construction Administration and CQA
- » Air Quality Permitting
- »Water Quality Monitoring/Assessment
- »Landfill Gas to Energy
- » Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT RECOVERY

Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov

DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

Description – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two (2) lined landfills, two (2) unlined landfills and one (1) C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

PROJECT EXPERIENCE AND REFERENCES

JOHNSTON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- »Landfill Closure
- »Lanuniii Giusuie
- » Landfill Gas to Energy
- » Air Quality Permitting
- » Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

Description - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

Piggy-Back C&D Landfill Design for Presumptive Remedy – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

PROJECT EXPERIENCE AND REFERENCES

SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Title V Compliance
- » LFG Monitoring
- » Groundwater Monitoring and Management

RESOURCE MANAGEMENT

DOBSON, NORTH CAROLINA / 2021 - PRESENT

Description - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

Environmental and Compliance Services- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

Air Quality Services - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

Engineering Services - Annual survey and capacity evaluation and miscellaneous engineering services.

Client Reference:

Surry County Landfill Ms. Jessica Montgomery, P.E., County Engineer 336.401.8376 montgomeryj@co.surry.nc.us

DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Budgeting »Scheduling »Grant Narrative Review

RESOURCE MANAGEMENT

DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

Description - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference:

Durham County Ms. Chrissie Koroivui Solid Waste Program Manager 919.560.0442 mkoroivui@dconc.gov

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PROJECT EXPERIENCE AND REFERENCES

HARNETT COUNTY - DUNN-ERWIN LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: » Landfill Design and Permitting » Water Quality Monitoring

» Landfill Gas Monitoring

RESOURCE MANAGEMENT

DUNN, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

C&D Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

Environmental Evaluation and Monitoring - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Firing Range Design - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

HARNETT COUNTY - ANDERSON CREEK LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Landfill Gas Monitoring
- »Water Quality Monitoring
- » Transfer Station Permit Renewal

RESOURCE MANAGEMENT

SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

C&D Landfill Expansion Permit - S+G designed and permitted an expansion for the C&D landfill at this facility.

Transfer Station Permit Renewal - S+G prepared the renewal permit for the active transfer station at this facility.

Environmental Evaluation and Monitoring - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

02/08/2024

EMPLOYEE OWNED

KEY PERSONNEL

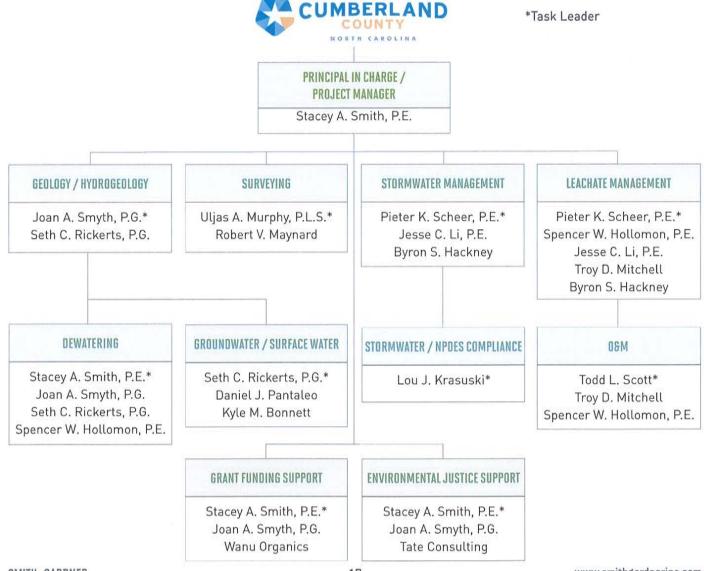
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



02/08/2024

Academic Credentials:

- B.S. Civil Engineering (Construction), 1992
 North Carolina State University, Raleigh, NC
 M.C.E. Civil Engineering (Geotechnical), 2004
- North Carolina State University, Raleigh, NC

Duties:

2006 - Present – President 2000 - Present – Board of Directors

KEY PERSONNEL

Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MD, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.) 1995 - 1996 – S.T. Wooten Corporation (STW) 1992 - 1995 – Hazen & Sawyer, P.C. 1991 - 1992 – G.N. Richardson & Associates, Inc.

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

Professional Activities:

American Society of Civil Engineers (ASCE) Professional Engineers of North Carolina (PENC) Solid Waste Association of North America (SWANA) North Carolina Board of Examiners for Engineers & Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

Selected Publications & Presentations:

Smith, Stacey A, "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

02/08/2024

Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

Duties:

2016 - Present - Vice President 2010 - Present - Board of Directors 1998 - Present - Secretary

KEY PERSONNEL

Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

Employment Record:

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

Professional Activities:

- Solid Waste Association of North America PFAS Group
- NCDEQ Rule Review Committee Environmental Monitoring Rules
- Appalachian State University Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences
- Association of State Boards of Geology Council of Examiners

Selected Publications & Presentations:

- "Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023
- "PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022
- "Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022
- "1,4 Dioxane, What Do We Know?" Association of Environmental and Engineering Geologists (AEG) Webinar, 2021
- "Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018
- "Landfills and Groundwater A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016

JOAN A. SMYTH, P.G., RSM

Senior Hydrogeologist - Raleigh, NC



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

02/08/2024

Academic Credentials:

B.S. Civil Engineering, 1990

KEY PERSONNEL

- North Carolina State University, Raleigh, NC M.S. Civil Engineering, 1992 North Carolina State University, Raleigh, NC
- North calotha State oniversity, Rateign, No

Duties: 2012 - Present – Vice President 1996 - Present – Board Member

Professional Credentials:

Professional Engineer – NC, SC, VA OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

Employment Record:

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

Professional Activities:

American Society of Civil Engineers American Society for Testing and Materials D35 Committee Environmental Research and Education Foundation (EREF) Research Council Solid Waste Association of North America

Solid Waste Association of North America

Selected Publications & Presentations:

- Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.
- Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.
- Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.
- Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.

PIETER K. SCHEER, P.E.

Senior Engineer - Raleigh, NC



Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

02/08/2024

Academic Credentials:

KEY PERSONNEL

B.S. Civil Engineering, 2014
 North Carolina State University, Raleigh, NC
 M.C.E Civil Engineering, 2016
 North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA OSHA 40 Hour Hazardous Waste Operations Landfill Gas (LFG) Systems Leachate Management Systems Stormwater Management Permitting Civil/Site Analysis

Employment Record: 2013 - Present - Smith Gardner, Inc.

Areas of Expertise:

Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities:

American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

02/08/2024

Academic Credentials:

A.S. Surveying Technology, 2010 White Mountains Community College, Berlin, NH

KEY PERSONNEL

B.S. Geography, 2013 Appalachian State University, Boone, NC

Professional Credentials and Certifications:

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

Employment Record:

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities:

North Carolina Society of Surveyors

ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

02/08/2024

Academic Credentials:

B.S. Environmental Geology, 2015 Appalachian State University, Boone, NC Professional ESRI GIS Certification Appalachian State University, Boone, NC

KEY PERSONNEL

Professional Credentials:

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

Employment Record:

2018 - Present – Smith Gardner, Inc. 2016 - 2018 – TRIMAT Materials Testing

Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

Professional Activities: USGS Volunteer

SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

KEY PERSONNEL

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
		Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
	-	ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	Q2/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

APPENDIX A FORMS AND REQUIRED DOCUMENTATION

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- X

Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Smith Gardner, Inc. STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX:	ZIP: 27603				
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603	TELEPHONE TOLL FREE TEL. NO NUMBER: 919-828-0577					
PRINCIPAL PLACE OF BUSINESS ADDRES VENDORS ITEM #10):	S IF DIFFEREN	FROM ABOVE	(SEE INSTRUCTIONS TO			
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	ON BEHALF OF	FAX NUMBER:				
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithgar	rdnerinc.com			

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Smith Gardner, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and/Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith _____, being first duly sworn, deposes and says that:

I. He/She is the President of Smith Gardner, Inc. , the proposer that has

submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, awners, employees, or parties in interest, including this affiant.

Signature	
Printed Name: Stacey A. Smith	
Title: President	
Date: 02/07/2024	
Subscribed and Sworn to Before Me,	BRENT C. AIKMAN
This 7th day of February , 2024	BRENT C. AINUL NOTARY PUBLIC NOTARY PUBLIC WAKE COUNTY, N.C. WAKE COUNTY, N.C.
Notary Public Brent C. Aikman, Wake County, N.C.	NOTARY PLOT, N.C. WAKE COUNTY, N.C. My Commission Expires 1-19-2028.
My Commission Expires:01/19/2028	



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No. : F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

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		31508				ADDRES	ss: tmeadows	@insure-nc.co	om							
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		Raleigh, NC 27603				INSURE	R E :									
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

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THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AN	LY OI ANCE	R NE(GATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO	D OR	ALTER THE C	OVERAGE A	FFORDED BY THE POLI	CIES						
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INSURE				NAME: PHONE	(010) 78		FAX	(919) 7	783-6427					
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APPENDIX B SAM/EPLS LIST

LKOLIM7A Reciprocal TREAS-OFAC Prohibition PII data ha:5/23/2019 Indefinite MGEUSGFReciprocal TREAS-OFAC Prohibition, PII data ha:5/23/2019 Indefinite	GNYDXFBC Reciprocal HHS 21 Prohibition, Excluded by ######## Indefinite	GNVDKFBC Reciprocal OPM 22 Prohibition/Restriction 1/26/2004 indefinite	PAN9HMX: Reciprocal TREAS-OFAC Prohibition, PII data har 5/23/2019 Indefinite	VX3CFV1K/: Reciprocal TREAS-0FAC Prohibition, PII data hat: 5/23/2019 Indefinite	NKHXEXKR Reciprocal TREAS-OFAC Prohibition, PII data ha: 5/23/2019 Indefinite	PEP4LHBL4 Reciprocal TREAS-OFAC Prohibition, PII data ha: 5/23/2019 Indefinite	PPPWTCRX Reciprocal TREAS-OFAC Prohibition, PII data ha: 5/23/2019 Indefinite	TH1FMH9RReciprocal EPA H Prohibition, Convicted r 7/15/2004 Indefinite	FHZKFLQ6F NonProcurr/HHS Z Prohibition; Excluded by ######## Indefinite	YTCMJDXF! NonProcun HUDP R Ineligible (Proceedings 5/11/1993 Indefinite	Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	UW9464Ki Reciprocal TREAS-OFAC Prohibition, PII data har 5/8/2022 Indefinite	H8UZKGGK Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	CABLUETVI Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	UWAVKB9R Reciprocal TREAS-OFAC Prohibition, PII data ha: 5/8/2022 Indefinite	UWDSRNDI Reciprocal TREAS-OFAC Prohibition, PII data ha: 5/8/2022 Indefinite	CQN1YWW Reciprocal ARMY Ineligible (Proceedings 6/20/2019 6/20/2039	L4CYKW8X/Reciprocal EPA Inclugible (Proceedings 9/7/2023 Indefinite	D97VAQ4A Reciprocal TREAS-OFAC Proinibition, PII data ha: 1/26/2018 Indefinite	US73TKLBL Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PII data has been mask Indefinite	FRVSWUCT Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PII data has been mask Indefinite	Y92/EVI3HP Reciprocal TREAS-0FA 03-S0GT-0: Prohibition, PN data has been mask Indefinite	Reciprocal TREAS-OFAC Prohibition, PII data har ######## Indefinite	D8ZMP742 Reciprocal TREAS-0FAC Prohibition, Pil data har 1/26/2018 Indefinite
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NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR STORMWATER IMPROVEMENTS FOR AMMONIA

BACKGROUND

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes site investigation, sampling, evaluation and storm water design. The agreement amount shall not exceed \$75,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is through the Grant Project Budget Ordinance #240326 for Ann Street Sediment Ponds No. 2 and No. 3 Improvements.

At their September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the September 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$75,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description Board Approval of Bid Award Service Agreement Type Backup Material Backup Material

ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN QUEEN - KENNEDY MARIE WHITAKER FIRST RUNNER UP - BAILEE SWINTON SECOND RUNNER UP - SONIA ROSS THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

Approved A.	Approval of Proclamation Recognizing March 2024 as	Women's History Month
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Approved

B. Approval of Proclamation Recognizing March 2024 as Social Workers Month

C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

NovusAGENDA

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

ApprovedE.Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation
Agency Safety Plan (PTASP)

ApprovedF.Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates

H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

NO BOARD ACTION REQUIRED

G.

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
 - L. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

3.

PUBLIC HEARINGS

A. Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

Rezoning Cases

- Approved B. Case ZON-23-0035
 - C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
 - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
 - A. Civic Center Commission (3 Vacancies)

NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

NovusAGENDA

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

NOMINEE:

JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

NOMINEE:

RYAN AUL DR. TORIKA FULLER

- 6. APPOINTMENTS
 - A. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

SIGMA SMITH - AGING SERVICE PROVIDER

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

APPOINTED:

CHARLES MCLAURIN

C. Farm Advisory Board (1 Vacancy)

APPOINTED:

JOEY SHORT

- 7. CLOSED SESSION: If Needed
 - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
 - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

- TO: BOARD OF COUNTY COMMISSIONERS
- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES
- DATE: 3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE WATER QUALITY SERVICES

BACKGROUND

On February 1, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide water quality services. The County is seeking a qualified consultant to assist with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill. Firms had until February 15, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Water Quality Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Water Quality Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract

for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description Summary Evaluation Sheet Solid Waste Water Quality Services Type Backup Material

Summary Sheet	Firm Qualifications Relevant Experience Project Firm References Notes Schedule Schedule Qualifications Firm References Total *Additional Notes Below*	20 Points Max 25 points Max 15 Points Max 25 Points Max	rt, Inc. 20 25 15 25 15 10	20 25 13			Additional Notes *If additonal space is needed for notes, see attached				
Evaluators Name:	Fi		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			Vendors				

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service Total Max Points (Per Vendor) 100

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement made this the 24^{T} day of 3024, by and between the COUNTY OF CUMBELRAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.



PRICE: This agreement shall not exceed total payment of \$75,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the General Manager of Natural Resources as its exclusive agent with respect to this Agreement. The General Manager of Natural Resources as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the General Manager of Natural Resources. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:	COUNTY:
Smith Gardner, Inc.	Amanda L. Bader, General Manager of Natural Resources
14 N. Boylan Avenue	698 Ann Street
Raleigh, NC 27603	Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

BY:

COUNTY OF CUMBERLAND

ATTEST

BY:

ANDREA TEBBE, Clerk

SMITH GARDNER, INC.

ATTEST BY 60

This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Office

GLENN ADAMS, Chairman Board of County Commissioners BY: Name/Title STACE A. SMITH AZESIOEST

Approved for Legal Sufficiency upon formal execution by all parties

County Attorney's Office Bol approved avad 3/18/24.

CMITH . CADDNED	ADDRESS	TEL.	WEB
SMITH+GARDNER	14 N. Baylan Avenue, Raleigh NC 27603	919.828.0577	www.smithgard

rdnerinc.com

July 24, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal Cumberland County - Ann Street Landfill Stormwater Improvements for Ammonia

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance in the investigation, evaluation, and design of stormwater improvements to mitigate ammonia identified in discharge at the Cumberland County Ann Street Landfill facility. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

SCOPE OF SERVICES

S+G, and its subconsultants, will perform the following services:

Task 1 – Site Investigation

S+G and a subcontracted drilling firm will install a total of four groundwater monitoring wells around the Balefill/active C&D area to better evaluate ammonia concentrations in groundwater surrounding these unlined units. We anticipate these wells will be installed to a depth of approximately 25 feet below grade and will be installed with other piezometers planned for installation at the site. Proposed well locations include one location between the active C&D area and Sediment Pond #2, one well north of Sediment Pond #2, one well west of the Balefill area next to GP-2, and one well west of the C&D landfill southeast of GP-1. These wells will be developed after installation to remove sediments from well installation. Additional test pits will be conducted along the existing C&D landfill (over MSW) to identify depth to waste and cover conditions along the shared limits of the landfill and Sediment Pond #2. We assume that S+G will be present during the test pit operations and the County will provide equipment and labor for up to one (8) hour day.

Task 2 – Ammonia Sample Collection and Analysis

Upon completion of well installation and development as summarized in Task 1, S+G will sample the four newly installed wells. Additionally, the following site monitoring wells will be sampled: MW-A, AMW-4, MW-H, MW-B, MW-1A, AMW1s, AMW-2 and MW-E. Storm water locations to be sampled will include: Sediment Pond #2 outfall, Sediment Pond #3 outfall, Sediment Pond #1 outfall. Surface water locations to be sampled will include: SW-8, and

Ms. Amanda Bader, P.E. July 24, 2024 Page 2 of 3

SW-3. If possible, this sampling will be performed at the same time to create a snapshot of ammonia concentrations across the site during a single event. Samples will be analyzed for Ammonia Nitrogen, Total Kjeldahl Nitrogen (TKN), Phosphorus, and Nitrate by a North Carolina certified laboratory.

Task 3 – Stormwater Model

Prepare a site wide stormwater model that evaluates existing conditions and proposed landfill expansion scenarios;

Task 4 - Stormwater Basin Design

Propose stormwater basin design with additional treatment elements for ammonia mitigation that may include forebays, wetlands, liners, aeration components for review. Once alternatives are assessed, the selected design will be prepared for permit amendment and construction. Permitting and construction level services will be provided under separate scope and budget once design has been completed.

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
Task 1 - Site Investigation	\$15,000
Task 2 – Sampling Collection and Analysis	\$10,000
Task 3 - Stormwater Modeling and Evaluation	\$25,000
Task 4 - Stormwater Basin Design	\$25,000
Total Budget:	\$75,000

SCHEDULE

S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

APPROVAL

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here ______and transmit the number to S+G.

Ms. Amanda Bader, P.E. July 24, 2024 Page 3 of 3

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely, SMITH GARDNER, INC.

-DocuSigned by: Joan a. Smyth Joan A. Smyth, P.G. Senior Hydrogeologist joan@smithgardnerinc.com

---- DocuSigned by:

Stacey A. Smith Stacey A. Smith, P.E. Senior Engineer (ext. 127) stacey@smithgardnerinc.com

sas/jas Att. cc: Jesse C. Li, P.E., S+G File

SMITH+GARDNER ENGINEERS-

Raleigh, NC Columbia, SC

2024 FEE SCHEDULE

Staff Professional	Hourly Billing Rates*
President, Senior Engineer - Stacey A. Smith, P.E.**	\$275/hour
/ice President, Senior Project Manager - John M. Gardner, P.E.**	\$260/hour
/ice President, Senior Engineer - Pieter K. Scheer, P.E.**	\$250/hour
/ice President, Senior Project Manager - W. Michael Brinchek, P.E.**	\$220/hour
/ice President, Senior Geologist - C. Kevin Anderson, P.G.**	\$210/hour
/ice President, Senior Hydrogeologist - Joan A. Smyth, P.G.**	\$205/hour
Principal, Senior Project Engineer - Gregory G. Mills, P.E.**	\$162/hour
Principal, Senior Civil Designer - Christopher T. Jones**	\$160/hour
Principal, Senior Project Engineer - John R. Fearrington, P.E.**	\$160/hour
Principal, Senior Project Engineer - Spencer W. Hollomon, P.E.**	\$160/hour
Senior Engineer – John D. Barnard, P.E.	\$215/hour
Senior Project Manager – Jon M. Dietz, Ph.D.	\$215/hour
Senior Surveyor – Uljas J. Murphy, P.L.S. ** (UAS)	\$200/hour
Senior Project Manager – Gregory T. Farrell, P.E.	\$195/hour
Senior Geologist – Bobby J. Wolf, P.G.	\$195/hour
Senior Engineer – E. Fred Mussler, III, P.E.	\$175/hour
Senior Scientist - Matthew S. Lamb**	\$160/hour
Project Engineer – Jesse C. Li, P.E.	\$150/hour
GIS Analyst – Jason D. McMahon, GISP** (UAS)	\$143/hour
Project Geologist – Clyde A. L."CAL" Easter, P.G.**	\$143/hour
Project Bediagist – Ciyde A. E. CAL, Easter, 110. Project Engineer – Jonathan "Johnny" A. Hayes, PE, LSIT ++(UAS)	\$142/hour
Project Engineer – Matthew M.A.C. "Mac" Jones, P.E.	\$140/hour
Project Engineer – Matthew M.A.C. Mac Jones, P.C. Project Geologist - Seth C. Rickerts, P.G.	\$130/hour
Project Beologist - Sear E. Mickells, F.B. Project Manager – Lou J. Krasuski@@	\$130/hour
Construction Consultant – Albert B. "Buddy" Bowers, Jr.	\$125/hour
Management Consultant – Albert B. South Bost	\$125/hour
	\$125/hour
Construction Manager – Todd L. Scott	\$125/hour
Civil Designer – Robert V. Maynard, SI ** (UAS) Stoff Summuna – Chris W. Koox, SI	\$125/hour
Staff Surveyor – Chris W. Knox, SI	
Systems Administrator - Sam T. Spencer ++ (UAS)	\$125/hour
Field Services Manager - Byron S. Hackney**	\$122/hour
Field Services Manager - Britt P. Ransom** (AAI)	\$120/hour***
Construction Manager – Troy D. Mitchell** (UAS)	\$115/hour
CAD Designer – Jeffrey R. Taylor	\$115/hour
Staff Engineer – Aubrie C. Miller	\$110/hour
Environmental Technician – Joshua C. Rue	\$105/hour
CAD Designer – L. Hal Blevins, III	\$105/hour
CAD Technician – Jacob Griffith	\$100/hour
Environmental Technician – Matthew Stagg	\$95/hour
Environmental Technician – Daniel J. Pantaleo	\$90/hour
Staff Technician	\$75/hour
Clerical/Administrative Secretary	\$50/hour
Expert Witness/Legal Services	Negotiated
Reproduction Expenses	6010
Small Format (B size or smaller) Black & White	\$0.10 per page
Color Large Format (C size or larger)	\$0.40 per page \$4 per sheet
Equipment	see Rate Sheet
Expenses & Fees	
Direct Project Expenses	Cost + 10%
* Rates are subject to review annually.	
**Employee Owner	
***Accredited Asbestos Inspector (AAI) Services	+\$15/hour to rate
**FAA Small Unmanned Aircraft Systems (UAS) Certificate & NC Commercial UAS Operator Permit Holder	+\$15/hour to rate

S:\FEE SCHEDULES & INSURANCE\FEE SCHEDULE 2023 (STANDARD).DDCX

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

MINIMUM QUALIFICATIONS

- 1. The respondent shall have a minimum of 5 years of experience in water system design.
- 2. Qualifications of Professional Staff Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
- 3. Subcontractors Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the \pm that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <u>abader@cumberlandcountync.gov</u>, no later than **2:00 PM**, **Thursday, February 8, 2024**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
	This proposal was signed by an authorized representative of the Contractor.
	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
	All labor costs associated with this project have been determined, including all direct and indirect costs.
Are summer and the	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	IF DIFFERENT	FROM ABOVE (SE	E INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNING OVENDOR:	ON BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:	

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

, being first duly sworn, deposes and says that:

1. He/She is the ______ of _____, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____

Printed Name:

Title:

Date:

Subscribed and Sworn to Before Me,

This ______, _____,

Notary Public

My Commission Expires:

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment* D is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party*. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) *Obligations Upon Expiration or Termination.* Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. Remedies

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

• Competitively within a timeframe providing for compliance with the contract performance schedule.

• Meeting contract performance requirements.

• At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

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ATTACHMENT E: EVALUATION SHEET

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Attachment B

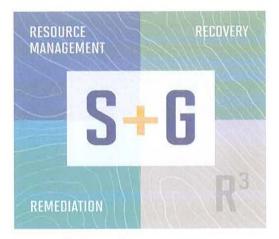
SMITH+GARDNER

PURPOSE:



CUMBERLAND COUNTY, NORTH CAROLINA

REQUEST FOR QUALIFICATIONS SOLID WASTE WATER QUALITY SERVICES



DocuSign Envelope ID: CEC4BD43-72D1-48B6-9608-C2B885E75CED

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

TRANSMITTAL LETTER

SMITH+GARDNER

CORPORATE ADDRESS 14 N. Boylan Ave., Raleigh, NC 27603 TELEPHONE 919.828.0577 FAX 919.828.3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications Solid Waste Water Quality Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely, SMITH GARDNER, INC.

DocuSigned by: Stacey a. Smith, P.E. 27B482DF1A09438.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com

DocuSigned by: on Smyth -B9779EBA711F488..

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

SMITH+GARDNER

www.smithgardnerinc.com

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CERTIFICATES OF INSURANCE

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02/08/2024

RESOURCE MANAGEMENT

INTRODUCTION

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers Operations Support Education and Training Peer Review/ Expert Witness Project Procurement and Construction Bid Procurement Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

RECOVERY

Renewable Energy Biomass Solar Landfill Gas Compost Materials Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation: Compost Facility Material Recovery Facility LFG Systems for Beneficial Use Site Redevelopment Waste Characterization Auditing Waste Reduction Solid Waste Facility Mining

REMEDIATION

Environmental Site Assessment Phase I and Phase 2 ESAs Water Quality Environmental Monitoring and Compliance Monitoring System Design and Permitting Groundwater and Surface Water Methane Gas Risk Management Remedial Design and Implementation Permitting Groundwater and Surface Water Methane Gas Remediation System Operations and Optimization Air Quality Permitting and Compliance Asbestos Management and Compliance



SMITH GARDNER, INC. Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacey@smithgardnerinc.com



INTRODUCTION

Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

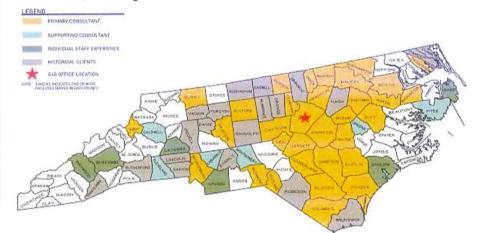
The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

WHERE WE WORK

1

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



PROJECT UNDERSTANDING

02/08/2024

OUR MISSION

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

PROJECT UNDERSTANDING

02/08/2024

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



PROJECT UNDERSTANDING CONT.

Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

PROJECT UNDERSTANDING

02/08/2024

OUR PROMISE

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



PROJECT UNDERSTANDING CONT. Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

PROJECT UNDERSTANDING

02/08/2024

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



PROJECT UNDERSTANDING CONT. Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

02/08/2024

OUR FOCUS

FIRM SERVICES

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
 - Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

Erosion and Sedimentation Control Permitting

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge requirements.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

02/08/2024

COMMITMENT

FIRM SERVICES

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



FIRM SERVICES CONT.

Public Notices and Meetings

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial pro forma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

Grant Funding Applications

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

02/08/2024

EXPERIENCE

FIRM SERVICES

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

FIRM SERVICES CONT.

Grant Funding Applications Cont.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics, an MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

Environmental Justice Support

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

			Res	ouro	e Manag	eme	nt					_		Recover	У									Reme	diation	_		_	
RESOURCE MANAGEMENT S+G REMITUATION	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1 / 2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	x	×	x	х	x	x	x	x	×	x	×	x	x	×					×		×	×	×	x	x	x	×		X
Bladen County, NC Kip McClary	×	×	x	x	x	x	×							×				1	×				×						
City of High Point, NC Robby Stone, P.E.	×	×	х	x	x	×	x	x	x	x	x	x		x			x		x	x	x		x			x	×	x	
Cumberland County, NC Amanda Bader	×				x	x	х	x	×	×			x		×			x	×	x	x	×	x	×		x	×	x	
Davidson County, NC Charlie Brushwood	×	x	x	x	x	x	х	x	x	x	x	x		x		x		x	х	×	x		x	×		×	×	×	
Halifax County, NC Chris Williams	x	x	x	x	x	×	x	х	×			x		x					х		x	x	x	×		х	x		
Harnett County, NC Chad Beane	×	x	x	x	x	×	x	x	x										x		x		x	×		x	x		
Johnston County, NC Brian Beasley	×	×	×	×		×	x	x		×	x		x	x					x	x	×		x	×	×		×	x	
Martin County, NC Justin Harrison	×	x	×			×	×	×	×								_		x				×			x			
Person County, NC Ray Foushee						x					x	x	×	×	x				×		×	×		×					
Sampson County Disposal LF (NC) Bryan Wuester	×	x	×	×		x	×	x	×	x	x	x	x	x					x	×	×		×			×		×	
Scotland County, NC Bill Lash	×	x	x	x	×	x	×	x	×					×					x		×	×	×	×		×	×		×
Washington County, NC Danny Reynolds	×	x	x			x	x												×		×		×						
Wayne County, NC Randy Rogers											×	x	×							×			×	8					
GFL South Wake Landfill (NC)	х	Х	Х			х		X	×																	х			

02/08/2024

PROJECT EXPERIENCE AND REFERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

» Title V Compliance

» LFG Monitoring

- »Groundwater Monitoring and Management
- » Transfer Station Option Evaluation
- » Transfer Station Design and Permitting
- »Water Quality Remediation
- » Solid Waste Permitting

RESOURCE MANAGEMENT RECOVERY

Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

PROJECT EXPERIENCE AND REFERENCES

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SAMPSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

» Landfill Design and Permitting

- »Landfill Closure
- » Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- » Landfill Gas to Energy System Design
- » Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- »Air Quality Permitting
- » Greenhouse Gas Reporting

RESOURCE MANAGEMENT

Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

Description – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/ CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/ bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

PROJECT EXPERIENCE AND REFERENCES

DAVIDSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- » Air Quality Permitting
- »Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- » Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT

Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov

DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

Description – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two [2] lined landfills, two [2] unlined landfills and one [1] C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

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PROJECT EXPERIENCE AND REFERENCES

JOHNSTON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- »Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

Description - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

Piggy-Back C&D Landfill Design for Presumptive Remedy – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

02/08/2024

PROJECT EXPERIENCE AND REFERENCES

SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Title V Compliance

» LFG Monitoring

- » LFG MONILONING
- » Groundwater Monitoring and Management

RESOURCE MANAGEMENT

DOBSON, NORTH CAROLINA / 2021 - PRESENT

Description - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

Environmental and Compliance Services- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

Air Quality Services - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

Engineering Services - Annual survey and capacity evaluation and miscellaneous engineering services.

Client Reference:

Surry County Landfill Ms. Jessica Montgomery, P.E., County Engineer 336.401.8376 montgomeryj@co.surry.nc.us

DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Budgeting »Scheduling »Grant Narrative Review

RESOURCE MANAGEMENT

DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

Description - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference:

Durham County Ms. Chrissie Koroivui Solid Waste Program Manager 919.560.0442 mkoroivui@dconc.gov

02/08/2024

PROJECT EXPERIENCE AND REFERENCES

HARNETT COUNTY - DUNN-ERWIN LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: » Landfill Design and Permitting » Water Quality Monitoring » Landfill Gas Monitoring

RESOURCE MANAGEMENT

DUNN, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

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C&D Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

Environmental Evaluation and Monitoring - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Firing Range Design - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

HARNETT COUNTY - ANDERSON CREEK LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Gas Monitoring
- »Water Quality Monitoring
- » Transfer Station Permit Renewal

RESOURCE MANAGEMENT

SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

C&D Landfill Expansion Permit - S+G designed and permitted an expansion for the C&D landfill at this facility.

Transfer Station Permit Renewal - S+G prepared the renewal permit for the active transfer station at this facility.

Environmental Evaluation and Monitoring - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

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EMPLOYEE OWNED

KEY PERSONNEL

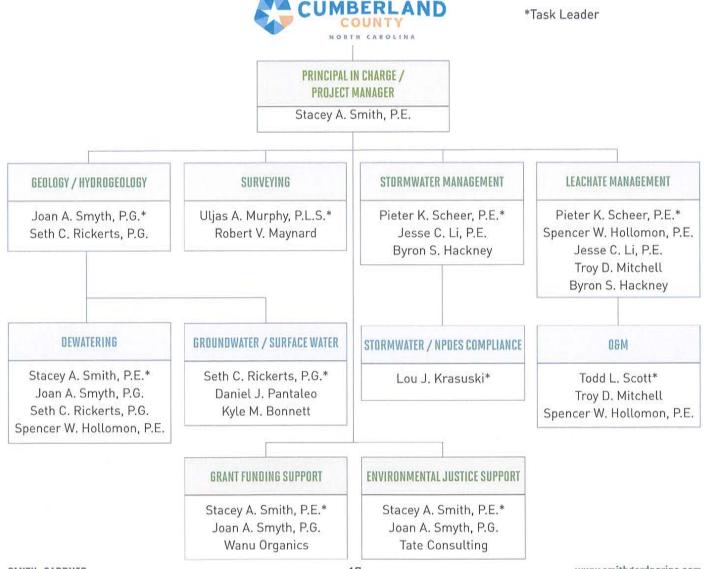
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



02/08/2024

Academic Credentials:

- B.S. Civil Engineering (Construction), 1992 North Carolina State University, Raleigh, NC M.C.E.Civil Engineering (Geotechnical), 2004
- North Carolina State University, Raleigh, NC

Duties:

2006 - Present – President 2000 - Present – Board of Directors

KEY PERSONNEL

Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MO, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.) 1995 - 1996 – S.T. Wooten Corporation (STW) 1992 - 1995 – Hazen & Sawyer, P.C. 1991 - 1992 – G.N. Richardson & Associates, Inc.

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

Professional Activities:

American Society of Civil Engineers (ASCE) Professional Engineers of North Carolina (PENC) Solid Waste Association of North America (SWANA) North Carolina Board of Examiners for Engineers & Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

Selected Publications & Presentations:

Smith, Stacey A, "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

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He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

02/08/2024

Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

Duties:

2016 - Present - Vice President 2010 - Present - Board of Directors 1998 - Present - Secretary

KEY PERSONNEL

Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

Employment Record:

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

Professional Activities:

- Solid Waste Association of North America PFAS Group
- NCDEQ Rule Review Committee Environmental Monitoring Rules
- Appalachian State University Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences
- Association of State Boards of Geology Council of Examiners

Selected Publications & Presentations:

- "Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023
- "PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022
- "Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022
- "1,4 Dioxane, What Do We Know?" Association of Environmental and Engineering Geologists (AEG) Webinar, 2021
- "Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018
- "Landfills and Groundwater A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016

JOAN A. SMYTH, P.G., RSM

Senior Hydrogeologist - Raleigh, NC



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

02/08/2024

Academic Credentials:

B.S. Civil Engineering, 1990
 North Carolina State University, Raleigh, NC
 M.S. Civil Engineering, 1992

KEY PERSONNEL

North Carolina State University, Raleigh, NC

Duties:

2012 - Present – Vice President 1996 - Present – Board Member

Professional Credentials:

Professional Engineer – NC, SC, VA OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

Employment Record:

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

Professional Activities:

American Society of Civil Engineers American Society for Testing and Materials D35 Committee Environmental Research and Education Foundation (EREF) Research Council Solid Waste Association of North America

Selected Publications & Presentations:

- Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.
- Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.
- Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.
- Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.

PIETER K. SCHEER, P.E.

Senior Engineer - Raleigh, NC



Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

02/08/2024

Academic Credentials:

KEY PERSONNEL

B.S. Civil Engineering, 2014
 North Carolina State University, Raleigh, NC
 M.C.E Civil Engineering, 2016
 North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA OSHA 40 Hour Hazardous Waste Operations Landfill Gas (LFG) Systems Leachate Management Systems Stormwater Management Permitting Civil/Site Analysis

Employment Record: 2013 - Present - Smith Gardner, Inc.

Areas of Expertise:

Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities:

American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

02/08/2024

Academic Credentials:

A.S. Surveying Technology, 2010 White Mountains Community College, Berlin, NH

KEY PERSONNEL

B.S. Geography, 2013 Appalachian State University, Boone, NC

Professional Credentials and Certifications: Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned

Aerial Systems (sUAS) Rating

Employment Record:

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities:

North Carolina Society of Surveyors

ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

02/08/2024

Academic Credentials:

B.S. Environmental Geology, 2015 Appalachian State University, Boone, NC Professional ESRI GIS Certification Appalachian State University, Boone, NC

KEY PERSONNEL

Professional Credentials:

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

Employment Record:

2018 - Present – Smith Gardner, Inc. 2016 - 2018 – TRIMAT Materials Testing

Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

Professional Activities: USGS Volunteer

SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

KEY PERSONNEL

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
ioun Al Singen, Fiel	5070	Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	01/2025
	2070	Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
spencer withonomony rici	5070	Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
eijes ni meiping) i 210.		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
	1070	South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
Seen of Menores, From		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	Q2/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

APPENDIX A FORMS AND REQUIRED DOCUMENTATION

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- X

Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

STREET ADDRESS: 14 N. Boylan Avenue		P.O. BOX:	ZIP: 27603
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603		TELEPHONE NUMBER: 919	TOLL FREE TEL. NO: 9-828-0577
PRINCIPAL PLACE OF BUSINESS ADDRES VENDORS ITEM #10):	S IF DIFFERENT	FROM ABOVE	(SEE INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	ON BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithgar	dnerinc.com

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Smith Gardner, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith _____, being first duly sworn, deposes and says that:

I. He/She is the President of Smith Gardner, Inc. , the proposer that has

submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, ewners, employees, or parties in interest, including this affiant.

Signature	
Printed Name: Stacey A. Smith	
Title: President	
Date: 02/07/2024	
Subscribed and Sworn to Before Me,	BRENT C. AIKMAN NOTARY PUBLIC NOTARY PUBLIC
This <u>7th</u> day of February , <u>2024</u> Notary Public Brent C. Aikman, Wake County, N.C.	BRENVERY PUBLIC NOTARY PUBLIC WAKE COUNTY, N.C. WAKE COUNTY, N.C. My Commission Expires 1-19-2028.
	My Comme
My Commission Expires: 01/19/2028	



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No. : F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

									1/2023
CERTIFICATE BELOW. THIS	DOES NOT AFFIRMATIVE	LY OR NE	INFORMATION ONLY AND EGATIVELY AMEND, EXTER IES NOT CONSTITUTE A C RTIFICATE HOLDER.	ND OR /	ALTER THE C	OVERAGE A	FFORDED BY THE POLI	CIES	
			IONAL INSURED, the polic	v(ios) n	nust have AD		SURED provisions or be	endor	ed.
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PRODUCER	abes not comer rights to	the certi	incate noider in neu of such	CONTAC		adows			
INSURE				NAME: PHONE	-		FAX (A/C, No):	(919) 7	83-6427
-				PHONE (A/C, No E-MAIL		@insure-nc.co		(010) /	00 0121
PO Box 31508	20			ADDRES		-			
Raleigh, NC 276	22			ļ			DING COVERAGE		NAIC # 25682
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INSURED				INSURE	К D ,		ualty Company of America		25674
	mith Gardner Inc			INSURE	RC: Travelers	s Indemnity Co	mpany of America		25666
	N Boylan Avenue			INSURE	RD:				
R	aleigh, NC 27603			INSURE	RE:				
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COVERAGES			NUMBER: COI - 2023-20				REVISION NUMBER:	100	
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							MED EXP (Any one person)	\$ 5,00	
A			680-1J560231		06/01/2023	06/01/2024	PERSONAL & ADV INJURY	\$ 1,00	0,000
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If yes, describe							E,L, DISEASE - POLICY LIMIT	\$ 500	000
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

	06/01/2022
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEN BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CO REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	ID OR ALTER THE COVERAGE AFFORDED BY THE POLICIES
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polic	v(ies) must have ADDITIONAL INSURED provisions or be endorsed.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the po this certificate does not confer rights to the certificate holder in lieu of such	icy, certain policies may require an endorsement. A statement on
PRODUCER	CONTACT TRACY MEADOWS
	PHONE (010) 781 1115 FAX (010) 783-6427
INSURE	(A/C, No, Ext): (313) 781-1113 (A/C, No): (313) 783-0427
PO BOX 31508	ADDRESS: THEADOWS WINSON CONTRACTOR
RALEIGH NC 27622	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED	INSURER B :
SMITH GARDNER INC	INSURER C :
14 N BOYLAN AVENUE	INSURER D :
RALEIGH NC 27603	INSURER E :
	INSURER F :
COVERAGES CERTIFICATE NUMBER: COI 2022-202	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN	
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN	POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
INSR LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS
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A POLLUTION INCIDENT LIABILITY EEH 13 333 52 62	08/21/2022 08/21/2023 AGGREGATE: \$5,000,000
	DEDUCTIBLE: \$25,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule,	may be attached if more space is required)
CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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APPENDIX B SAM/EPLS LIST

Special EntisMILE WALLET LTD			NUX		LKQLIM7A'Reciprocal TREAS-OFAC	Prohibition, PII data ha: 5/23/2019 Indefinite	(also SMILE SAMR8X4RH
Special Enti SMILEPAYMENTS, LLC		WILMINGTON	NSN		MGELV5GFReciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	S4MR8X4BG
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	mami fl	USA	33125	GNYDKFBC Reciprocal HHS 21	Prohibition, Excluded by ########## indefinite	S4MR3M9KM
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	miami fl	USA	33125	GNYDKFBC Reciprocal OPM 22	Prohibition/Restriction 1/26/2004 indefinite	S4MR3M9KM
Special Enti SMILETRAVELS			NUX		PAN9HMX: Reciprocal TREAS-OFAC	Prohibition,PII data ha:5/23/2019 Indefinite	(also SMILE S4MR8X4RR
Special EntiSMILEWALLET			NUX		VX3CFV1KTReciprocal TREAS-OFAC	Prohibition, PII data hat 5/23/2019 Indefinite	(also SMILE S4MR8X4RP
Special Enti SMILEWALLET B.V.	HERENGRACHT 420	AMSTERDAM	OIN	101782	NKHXEXKR'Reciprocal TREAS-OFAC	Prohibition, PII data ha: 5/23/2019 Indefinite	S4MR8X4B4
Special EntiSMILEWALLET S.A.S.	CR 15 # 146 29 CASA 1	BOGOTA D.C.	50		PEP4LHBL4 Reciprocal TREAS-OFAC	Prohibition, PII data ha: 5/23/2019 Indefinite	S4MR8X4B7
Special EntiSMILEWALLET, LLC		SAN ANTONIO	NSA		PPPW/TCRK Reciprocal TREAS-OFAC	Prohibition,PII data hat 5/23/2019 Indefinite	S4MR8X4BF
Firm SMITH RENOVATIONS	210 HILLSIDE CT.	JANESVILLEWI	USA	53545	TH1FMH9RReciprocal EPA H	Prohibition, Convicted < 7/15/2004 Indefinite	(also MICH. SAMR3MLWK
Firm SMITH, GERARD FRANCIS	3600 GUARD RD.	LOMPOC CA	NSN	93436	FHZKFJQ6H NonProcuri HHS Z	Prohibition, Excluded by ########## Indefinite	SAMR3MGBF
Firm SMITHFIELD INVESTMENTS, INC.	5001 BRENTWOOD STAIR RD.	FT. WORTH TX	NSN	76112	YTCM/DXFf. NonProcuri HUDP R	Ineligible (Proceedings 5/11/1993 Indefinite	(also STINS S4MR3MGN1
Vessel SMOOTH			NUX		Reciprocal TREAS-OFA 03-SDN	Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask indefinite	(also YARD SAMR3R9KS
Vessel SMP ARKHANGELSK			NUX		UW94G4KJ Reciprocal TREAS-OFAC	Prohibition, PII data has 5/8/2022 Indefinite	S4MRN703D
Special EntiSMP BANK	71/11 SADOVNICHESKAYA STREET	MOSCOW	RUS	115035	H8UZKGGK Reciprocal TREAS-OFA 03-SDN	H&UZKGGK Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also SMP E SAMR4DYPP
Special EntiSMP BANK OPEN JOINT-STOCK COMPANY			NUX		CA8LUE7VI Reciprocal TREAS-OFA 03-SDN	CABLUETVI Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also SMP E SAMR4DYPR
Vessel SMP NOVODVINSK			NUX		UWAVKB91 Reciprocal TREAS-OFAC	Prohibition, PII data ha: 5/8/2022 Indefinite	S4MRN703F
Vessel SMP SEVERODVINSK			NUX		UWDSRN5IReciprocal TREAS-OFAC	Prohibition, PII data ha: 5/8/2022 Indefinite	S4MRN703G
Special EntiSN TEOWOOL	6F CHEUL CHEU-DO	SEOUL	KQK		CONTYWIN RECIPIOCAL ARMY	Ineligible (Proceedings 6/20/2019 6/20/2039	S4MR8HR29
Firm SNAP OFFICE SUPPLIES, LLC	2412 GRAN SUITE 2	ROCKVILLE VA	NSA	23146	L4CYKW8XiReciprocal EPA	Ineligible (Proceedings 9/7/2023 Indefinite	(also ANDY S4MR5BQE7RVT1
Special EntiSNGB AO	19 KUKUVEVITSKOGO STREET	SURGUT	RUS	628400	D97VAQ4A Reciprocal TREAS-OFAC	Prohibition, PII data ha: 1/26/2018 indefinite	SAMROPSZM
Special EntiSNIPER AFRICA	P.O. BOX 28215	KENSINGTON	ZAF	2101	US73TKLBL Reciprocal TREAS-OFA 03-SDG	US73TKLBL Reciprocal TREAS-OFA 03-SDGT-02 Prohibition, PII data has been mask Indefinite	(also SNIPE S4MR3QBML
Special EntiSNIPER OUTDOOR CC		XX	USA		FRVSWUC1 Reciprocal TREAS-OFA 03-SDG	FRVSWUCT Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PII data has been mask Indefinite	(also TRUE S4MR3NNXR
Special EntiSNIPER OUTDOORS CC		XX	USA		Y9ZJEVJ3HI Reciprocal TREAS-OFA 03-SDG	P3ZEV13HI Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PII data has been mask Indefinite	(also SNIPE S4MR3QBMM
Vessel SO BAEK SAN			NUX		Reciprocal TREAS-OFAC	Prohibition, PII data has ########## indefinite	SAMRGHNGS
Special Entriso TVERNEFTEPRODUKT 000	6 NOVOTORZHSKAYA ULITSA	TVER	RUS		D8ZMP742 Reciprocal TREAS-OFAC	Prohibition, PII data ha: 1/26/2018 Indefinite	S4MRQP5ZI



NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID WASTE ANNUAL WATER QUALITY MONITORING & REPORTING

BACKGROUND

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to assist the County with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes Semi-Annual Water Quality Monitoring and Reporting, Monthly Leachate Reporting, and Quarterly GP Probe Monitoring.

The agreement amount shall not exceed \$96,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

At their September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the September 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$96,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description Board Approval of Bid Award Service Agreement Type Backup Material Backup Material

ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN QUEEN - KENNEDY MARIE WHITAKER FIRST RUNNER UP - BAILEE SWINTON SECOND RUNNER UP - SONIA ROSS THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

Approved A.	Approval of Proclamation Recognizing March 2024 as	Women's History Month
-------------	--	-----------------------

Approved

B. Approval of Proclamation Recognizing March 2024 as Social Workers Month

C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

NovusAGENDA

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

ApprovedE.Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation
Agency Safety Plan (PTASP)

ApprovedF.Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates

H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

NO BOARD ACTION REQUIRED

G.

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
 - L. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

3.

PUBLIC HEARINGS

A. Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

Rezoning Cases

- Approved B. Case ZON-23-0035
 - C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
 - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
 - A. Civic Center Commission (3 Vacancies)

NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

NovusAGENDA

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

NOMINEE:

JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

NOMINEE:

RYAN AUL DR. TORIKA FULLER

- 6. APPOINTMENTS
 - A. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

SIGMA SMITH - AGING SERVICE PROVIDER

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

APPOINTED:

CHARLES MCLAURIN

C. Farm Advisory Board (1 Vacancy)

APPOINTED:

JOEY SHORT

- 7. CLOSED SESSION: If Needed
 - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
 - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

- TO: BOARD OF COUNTY COMMISSIONERS
- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES
- DATE: 3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE WATER QUALITY SERVICES

BACKGROUND

On February 1, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide water quality services. The County is seeking a qualified consultant to assist with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill. Firms had until February 15, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Water Quality Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Water Quality Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract

for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description Summary Evaluation Sheet Solid Waste Water Quality Services Type Backup Material

Summary Sheet	Firm Qualifications Relevant Experience Project Project Team Firm References Notes Schedule Schedule Qualifications Total *Additional Notes Below*	20 Points Max 25 points Max 15 Points Max 25 Points Max	rt, Inc. 20 25 15 25 15 100	20 25 13			Additional Notes *If additonal space is needed for notes, see attached				
Evaluators Name:	Fi		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			Vendors				

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service Total Max Points (Per Vendor) 100

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement made this the 24° day of 3024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.



PRICE: This agreement shall not exceed total payment of \$96,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the **General Manager of Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager of Natural Resources** as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager of Natural Resources**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:	COUNTY:
Smith Gardner, Inc.	Amanda L. Bader, General Manager of Natural Resources
14 N. Boylan Avenue	698 Ann Street
Raleigh, NC 27603	Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST

BY:

ANDREA TEBBE, Clerk

SMITH GARDNER, INC.

ATTEST BY

This instrument has been Pre-audited in the manner required by the Local Government **Budget and Fiscal Control Act.**

County Finance Office

BY: **GLENN ADAMS, Chairman Board of County Commissioners** BY: STALEY SMITH A. Name/Title PRESIDENT

Approved for Legal Sufficiency upon formal execution by all parties

County Attorney's Office Bill approved and 3/10/201

SMITH-GARDNER	ADDRESS	TEL	WEB
SMITHTOARDNER	14 N. Boylan Avenue, Raleigh NC 27603	919.828.0577	www.smithgardnerinc.com
100120112			

July 23, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Cumberland County Solid Waste Management Environmental Monitoring Services Proposal FY 2024-25 Annual Engineering and Environmental Services

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for environmental monitoring services to be performed by S+G during FY 2024-25 for the County's solid waste management program. Tasks to be performed are as listed below.

FY 2024-25 Annual Services

- 1. Semi-Annual Water Quality Monitoring and Reporting
- 2. Monthly Leachate Reporting
- 3. Quarterly GP Probe Monitoring
- 4. Annual Miscellaneous Services

The following presents the proposed scope (by task) and budget for the above-listed services.

SCOPE OF SERVICES

1. Semi-annual Water Quality Monitoring and Reporting

S+G will perform semi-annual water quality monitoring at the facility to meet regulatory standards. Sampling will be performed in the fall 2024 and spring 2025. Water quality samples will be collected from up to 15 groundwater monitoring wells, five (5) surface water samples and the landfill leachate collection system in accordance with the NCDEQ approved Water Quality Monitoring Plan and NCDEQ water quality monitoring guidance. During these events (and for two additional events) S+G will also perform monitoring of the perimeter landfill gas probe network for methane, oxygen, and hydrogen sulfide.

Samples will be analyzed for NCDEQ required Detection Monitoring constituents including Appendix I constituents (metals and organics), Tetrahydrofuran, 1,4 dioxane, and general chemistry constituents. Additionally, PFAS constituents will be analyzed by Method 1633. Although the initial NCDEQ requirement for sampling PFAS is set to end before the fall event, all indications are that the requirement will be extended.

Ms. Amanda Bader, P.E. July 23, 2024 Page 2 of 3

Upon receipt of analytical data S+G will prepare a semi-annual monitoring report for submittal to the NCDEQ. Landfill gas perimeter probe monitoring reports will be submitted to the County (and the NCDEQ if exceedances are noted).

<u>Schedule:</u> Water Quality Reports will be submitted within 120 days of sample collection.

2. Monthly Industrial Use Wastewater Leachate Reporting

S+G will perform monthly leachate reporting in accordance with the PWC discharge permit requirements. We assume County personnel will perform the monthly sample collection using an automated sampler collecting over a 24-hour period and analysis for a variety of constituents, including PFAS by EPA Method 1633. Leachate laboratory analysis will be billed directly to the County and is not included in this budget.

<u>Schedule:</u> Monthly reporting.

3. Quarterly GP Probe Monitoring

S+G will perform quarterly monitoring of GP perimeter probes at the facility (GP-1 through GP-12). After monitoring a report will be prepared for the landfill site records. Two of these monitoring events will be completed in conjunction with water quality monitoring as summarized above.

<u>Schedule</u>: Quarterly Reporting

4. Non-Routine Services

S+G will perform additional non-routine services on an as-needed basis. These services may include:

- Well redevelopment to reduce turbidity;
- Seep response
- Groundwater Assessment (if required by the NCDEQ);
- Landfill gas perimeter probe exceedance response; or
- Other items.

Schedule: As-Needed.

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Ms. Amanda Bader, P.E. July 23, 2024 Page 3 of 3

	Task	Proposed Budget
1.	Semi-Annual Water Quality Monitoring and Reporting	\$65,000
2.	Monthly Leachate Reporting	\$12,000
3.	Quarterly GP Probe Monitoring and Reporting	\$4,000
4.	Annual Non-Routine Services	\$15,000
	Total:	\$96,000

Smith Gardner, Inc. is pleased to be of continued service to Cumberland County. If you have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely, SMITH GARDNER, INC.

DocuSigned by:

Joan I. Smyth Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist joan@smithgardnerinc.com Stacy L. Smith 278482DF1A09438... Stacey A. Smith, P.E. President, Senior Engineer stacey@smithgardnerinc.com

Attachment: S+G Fee Schedule

cc: File

Docusign Envelope ID: 681B60B8-8506-4CCC-BCD1-39B796571DB0

SMITH+GARDNER

ENGINEERS-

2024 FEE SCHEDULE

Raleigh, NC

Columbia, SC

	LULTILL CONCOUL		
Staff Professional		Hourly Billing Rates*	
President, Senior Engineer - Stacey /	A. Smith, P.E.**	\$275/hour	
Vice President, Senior Project Mana		\$260/hour	
Vice President, Senior Engineer - Pie		\$250/hour	
Vice President, Senior Project Mana		\$220/hour	
Vice President, Senior Geologist - C.		\$210/hour	
Vice President, Senior Hydrogeologi		\$205/hour	
Principal, Senior Project Engineer - G		\$162/hour	
Principal, Senior Civil Designer - Chri		\$160/hour	
Principal, Senior Project Engineer - J		\$160/hour	
Principal, Senior Project Engineer - S		\$160/hour	
Senior Engineer – John D. Barnard, P.I		\$215/hour	
Senior Project Manager – Jon M. Diet		\$215/hour	
Senior Surveyor – Uljas J. Murphy, P.L		\$200/hour	
Senior Project Manager – Gregory T. F		\$195/hour	
Senior Geologist – Bobby J. Wolf, P.G.		\$195/hour	
Senior Engineer – E. Fred Mussler, III,	PE	\$175/hour	
Senior Scientist - Matthew S. Lamb**	t the	\$160/hour	
Project Engineer – Jesse C. Li, P.E.		\$150/hour	
GIS Analyst – Jason D. McMahon, GIS	P++ (IIAS)	\$143/hour	
Project Geologist – Clyde A. L."CAL" Ea		\$142/hour	
Project Engineer – Jonathan "Johnny		\$142/hour	
Project Engineer – Matthew M.A.C. "M		\$140/hour	
Project Geologist - Seth C. Rickerts, P.		\$130/hour	
Project Manager – Lou J. Krasuski@@		\$130/hour	
Construction Consultant – Albert B. "E		\$125/hour	
Management Consultant – D. Scott B		\$125/hour	
Construction Manager – Todd L. Scott		\$125/hour	
Civil Designer – Robert V. Maynard, SI		\$125/hour	
Staff Surveyor – Chris W. Knox, SI	(000)	\$125/hour	
Systems Administrator - Sam T. Spen	(2AII)++ 102	\$125/hour	
Field Services Manager - Byron S. Had		\$122/hour	
Field Services Manager - Britt P. Rans		\$120/hour***	
Construction Manager – Troy D. Mitch		\$115/hour	
CAD Designer – Jeffrey R. Taylor		\$115/hour	
		\$110/hour	
Staff Engineer – Aubrie C. Miller	2 Bug	\$105/hour	
Environmental Technician – Joshua (v kns		
CAD Designer – L. Hal Blevins, III		\$105/hour \$109 /bour	
CAD Technician – Jacob Griffith Environmental Technician – Matthew	Chadd	\$100/hour \$95/hour	
Environmental Technician – Matthew Environmental Technician – Daniel J.		\$90/hour	
	ranaeu		
Staff Technician		\$75/hour	
Clerical/Administrative Secretary		\$50/hour Negotiated	
Expert Witness/Legal Services		Negotiated	
Reproduction Expenses Small Format (B size or smaller)	Black & White	\$0.10 per page	
Sinal runnal (D Size ur Sinaller)	Color	\$0.40 per page	
Large Format (C size or larger)	and an even of	\$4 per sheet	
Equipment		see Rate Sheet	
Expenses & Fees			
Direct Project Expenses		Cost + 10%	
* Rates are subject to review annually	у.		
Employee Owner *Accredited Asbestos Inspector (AA	I) Services	+\$15/hour to rate	
	ns (UAS) Certificate & NC Commercial UAS Operator Permit Holder	+\$15/hour to rate	
@@Federal Reference Method 9 Visib		+\$15/hour to rate	
		CARGE STREET	S

S:\FEE SCHEDULES & INSURANCE\FEE SCHEDULE 2023 (STANDARD).DDCX

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

MINIMUM QUALIFICATIONS

- 1. The respondent shall have a minimum of 5 years of experience in water system design.
- 2. Qualifications of Professional Staff Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
- 3. Subcontractors Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the \pm that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <u>abader@cumberlandcountync.gov</u>, no later than **2:00 PM**, **Thursday, February 8, 2024**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

 The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
 This proposal was signed by an authorized representative of the Contractor.
 The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
 All labor costs associated with this project have been determined, including all direct and indirect costs.
 The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
 Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:							
STREET ADDRESS:		P.O. BOX:	ZIP:				
CITY & COUNTY & ZIP:	TELEPHONE TOLL FREE TEL. N NUMBER:						
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):							
PRINT NAME & TITLE OF PERSON SIGNING VENDOR:	FAX NUMBER:						
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:					

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

, being first duly sworn, deposes and says that:

1. He/She is the ______ of ______, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Printed Name:

Title:

Date: _____

Subscribed and Sworn to Before Me,

This ______ day of ______, _____

Notary Public ______

My Commission Expires: _____

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment* D is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party*. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) *Cancellation of Orders and Subcontracts*. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) *Obligations Upon Expiration or Termination*. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) *No Suspension*. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. Remedies

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

• Competitively within a timeframe providing for compliance with the contract performance schedule.

• Meeting contract performance requirements.

• At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Project Project Notes Relevant Experience Approach Project Team Firm References Including Qualifications Firm References Total Schedule Schedule *Additional Notes Below*	25 points Max 15 Points Max 25 Points Max 15 Points Max	0	0	0			Additional Notes *If additonal space is needed for notes, see attached			
Firm Qualifications Releva	20 Points Max 25									
Vendors							Vendors	 1	,	1

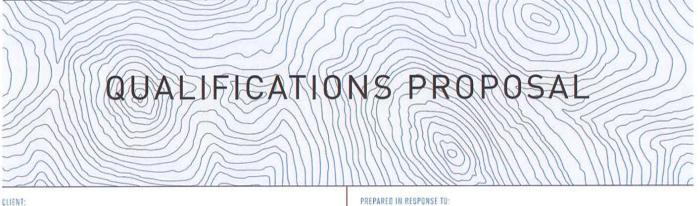
ATTACHMENT E: EVALUATION SHEET

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Attachment B

SMITH+GARDNER

PURPOSE:



CUMBERLAND COUNTY, NORTH CAROLINA

REQUEST FOR QUALIFICATIONS SOLID WASTE WATER QUALITY SERVICES



DocuSign Envelope ID: CEC4BD43-72D1-48B6-9608-C2B885E75CED

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

TRANSMITTAL LETTER

SMITH+GARDNER

CORPORATE ADDRESS 14 N. Boylan Ave., Raleigh, NC 27603 TELEPHONE 919.828.0577

919.828.3899

FAX

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications Solid Waste Water Quality Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely, SMITH GARDNER, INC.

DocuSigned by: Stacey a. Smith, P.E. 278482DF1A09438

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com

SMITH+GARDNER

DocuSigned by: on Smith B9779EBA711F488.

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

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S+G ENGINEERING LICENSE

CERTIFICATES OF INSURANCE

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02/08/2024

02/08/2024

RESOURCE MANAGEMENT

INTRODUCTION

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers Operations Support Education and Training Peer Review/ Expert Witness Project Procurement and Construction Bid Procurement Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

RECOVERY

Renewable Energy Biomass Solar Landfill Gas Compost Materials Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation: Compost Facility Material Recovery Facility LFG Systems for Beneficial Use Site Redevelopment Waste Characterization Auditing Waste Reduction Solid Waste Facility Mining

REMEDIATION

Environmental Site Assessment Phase I and Phase 2 ESAs Water Quality Environmental Monitoring and Compliance Monitoring System Design and Permitting Groundwater and Surface Water Methane Gas Risk Management Remedial Design and Implementation Permitting Groundwater and Surface Water Methane Gas Remediation System Operations and Optimization Air Quality Permitting and Compliance Asbestos Management and Compliance



SMITH GARDNER, INC. Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacey@smithgardnerinc.com



INTRODUCTION

Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

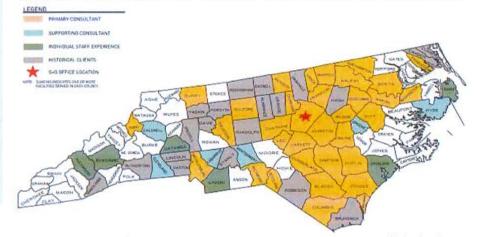
The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

WHERE WE WORK

1

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



PROJECT UNDERSTANDING

02/08/2024

OUR MISSION

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction guality assurance documentation.

PROJECT UNDERSTANDING

02/08/2024

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



PROJECT UNDERSTANDING CONT. Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction guality assurance documents.

PROJECT UNDERSTANDING

02/08/2024

OUR PROMISE

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



PROJECT UNDERSTANDING CONT. Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance. PROJECT UNDERSTANDING

02/08/2024

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



PROJECT UNDERSTANDING CONT.

Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

02/08/2024

OUR FOCUS

FIRM SERVICES

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

Erosion and Sedimentation Control Permitting

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

02/08/2024

COMMITMENT

FIRM SERVICES

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



FIRM SERVICES CONT.

Public Notices and Meetings

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial proforma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

Grant Funding Applications

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

02/08/2024

EXPERIENCE

FIRM SERVICES

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

FIRM SERVICES CONT.

Grant Funding Applications Cont.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics, an MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

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Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

Environmental Justice Support

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

			Res	ouro	e Manag	eme	nt							Recover	у									Reme	diation			_	
RESOURCE REDVERY MARADEMENT S+G REMEDIAVIDN	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1 / 2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	×	×	x	x	×	x	x	x	x	x	×	x	x	×					x		x	x	x	×	x	x	x		x
Bladen County, NC Kip McClary	×	×	x	×	×	×	×							x					×				x						
City of High Point, NC Robby Stone, P.E.	×	x	×	x	×	x	×	×	×	×	×	x		×			x		x	x	×		x			x	×	x	
Cumberland County, NC Amanda Bader	×				×	x	x	x	×	x			x		x			×	×	×	x	×	x	×		x	×	x	
Davidson County, NC Charlie Brushwood	x	×	x	×	×	×	×	x	x	×	x	x	-	x		x		×	×	×	×		x	×		x	x	x	
Halifax County, NC Chris Williams	×	x	×	×	×	x	×	x	×			x		×					×		×	x	×	×		x	×		
Harnett County, NC Chad Beane	x	x	x	x	×	×	×	×	×										×		x		x	×		x	×		
Johnston County, NC Brian Beasley	x	x	×	x		x	x	x		x	x		x	x					x	x	×		x	×	x		×	x	
Martin County, NC Justin Harrison	x	x	x			x	x	x	x								_		x				x			x			
Person County, NC Ray Foushee						x					x	x	x	x	x				x		x	x		x					
Sampson County Disposal LF (NC) Bryan Wuester	x	x	×	×		x	×	×	×	x	x	x	x	x					x	x	x		x			x		x	
Scotland County, NC Bill Lash	x	x	×	×	×	×	×	×	×					x			-		×		x	×	x	x		x	x		x
Washington County, NC Danny Reynolds	×	x	x			x	×												x		x		x						
Wayne County, NC Randy Rogers											x	x	×							x			x						
GFL South Wake Landfill (NC)	x	x	x			x		x	x																	x			

02/08/2024

PROJECT EXPERIENCE AND REFERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: * Title V Compliance * LFG Monitoring * Groundwater Monitoring and Management * Transfer Station Option Evaluation * Transfer Station Design and Permitting * Water Quality Remediation * Solid Waste Permitting RESOURCE MANAGEMENT RECOVERY REMEDIATION

Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

PROJECT EXPERIENCE AND REFERENCES

02/08/2024

SAMPSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

» Landfill Design and Permitting

- »Landfill Closure
- » Gravity Groundwater Intercept Design
- » Landfill Gas Collection System Design
- » Landfill Gas to Energy System Design
- » Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- »Air Quality Permitting
- » Greenhouse Gas Reporting

RESOURCE MANAGEMENT

RECOVERY

Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

Description – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/ CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/ bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

02/08/2024

PROJECT EXPERIENCE AND REFERENCES

DAVIDSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Air Quality Permitting
- »Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- » Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT RECOVERY

Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov

DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

Description – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two [2] lined landfills, two [2] unlined landfills and one [1] C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

02/08/2024

PROJECT EXPERIENCE AND REFERENCES

JOHNSTON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

»Landfill Design and Permitting

- »Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and
- Remediation
- »Landfill Closure
- »Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- »Financial Evaluations
- »Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

Description - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

Piggy-Back C&D Landfill Design for Presumptive Remedy – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

PROJECT EXPERIENCE AND REFERENCES

02/08/2024

SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- » Groundwater Monitoring and Management

RESOURCE MANAGEMENT

DOBSON, NORTH CAROLINA / 2021 - PRESENT

Description - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

Environmental and Compliance Services- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

Air Quality Services - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

Engineering Services - Annual survey and capacity evaluation and miscellaneous engineering services.

Client Reference:

Surry County Landfill Ms. Jessica Montgomery, P.E., County Engineer 336.401.8376 montgomeryj@co.surry.nc.us

DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Budgeting »Scheduling »Grant Narrative Review

RESOURCE MANAGEMENT

DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

Description - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference:

Durham County Ms. Chrissie Koroivui Solid Waste Program Manager 919.560.0442 mkoroivui@dconc.gov

PROJECT EXPERIENCE AND REFERENCES

02/08/2024

HARNETT COUNTY - DUNN-ERWIN LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Landfill Design and Permitting »Water Quality Monitoring »Landfill Gas Monitoring

RESOURCE MANAGEMENT

DUNN, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

C&D Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

Environmental Evaluation and Monitoring - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Firing Range Design - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

HARNETT COUNTY - ANDERSON CREEK LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Landfill Design and Permitting

- »Landfill Gas Monitoring
- »Water Quality Monitoring
- »Transfer Station Permit Renewal

RESOURCE MANAGEMENT

SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

C&D Landfill Expansion Permit - S+G designed and permitted an expansion for the C&D landfill at this facility.

Transfer Station Permit Renewal - S+G prepared the renewal permit for the active transfer station at this facility.

Environmental Evaluation and Monitoring - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

02/08/2024

EMPLOYEE OWNED

KEY PERSONNEL

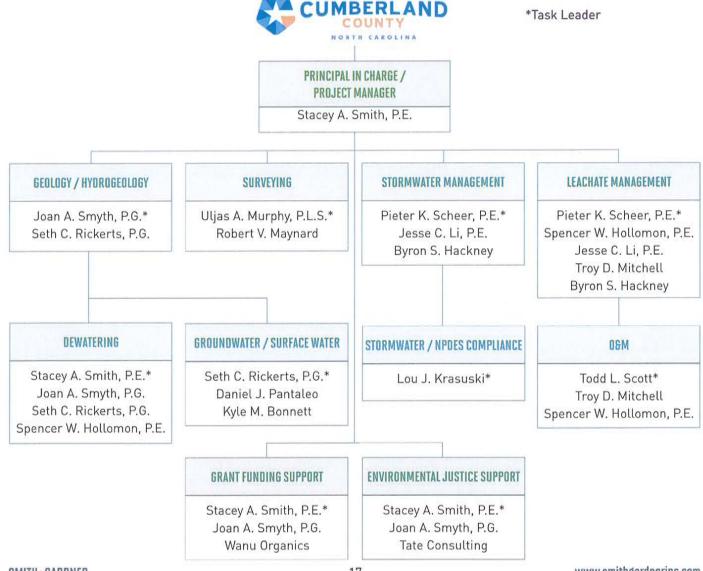
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



02/08/2024

Academic Credentials:

B.S. Civil Engineering (Construction), 1992
 North Carolina State University, Raleigh, NC
 M.C.E.Civil Engineering (Geotechnical), 2004
 North Carolina State University, Raleigh, NC

Duties:

2006 - Present – President 2000 - Present – Board of Directors

KEY PERSONNEL

Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MO, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.) 1995 - 1996 – S.T. Wooten Corporation (STW) 1992 - 1995 – Hazen & Sawyer, P.C. 1991 - 1992 – G.N. Richardson & Associates, Inc.

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

Professional Activities:

American Society of Civil Engineers (ASCE) Professional Engineers of North Carolina (PENC) Solid Waste Association of North America (SWANA) North Carolina Board of Examiners for Engineers & Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

Selected Publications & Presentations:

Smith, Stacey A, "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

02/08/2024

Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

Duties:

2016 - Present - Vice President 2010 - Present - Board of Directors 1998 - Present - Secretary

KEY PERSONNEL

Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

Employment Record:

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

Professional Activities:

Solid Waste Association of North America - PFAS Group

NCDEQ Rule Review Committee - Environmental Monitoring Rules

Appalachian State University - Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences

Association of State Boards of Geology - Council of Examiners

Selected Publications & Presentations:

"Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023

"PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022

"Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022

"1,4 Dioxane, What Do We Know?" Association of Environmental and Engineering Geologists (AEG) Webinar, 2021

- "Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018
- "Landfills and Groundwater A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016

JOAN A. SMYTH, P.G., RSM

Senior Hydrogeologist - Raleigh, NC



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

02/08/2024

Academic Credentials:

B.S. Civil Engineering, 1990

KEY PERSONNEL

- North Carolina State University, Raleigh, NC M.S. Civil Engineering, 1992
- North Carolina State University, Raleigh, NC

Duties: 2012 - Present – Vice President 1996 - Present – Board Member

Professional Credentials:

Professional Engineer – NC, SC, VA OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

Employment Record:

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

Professional Activities:

American Society of Civil Engineers American Society for Testing and Materials D35 Committee Environmental Research and Education Foundation (EREF) Research Council Solid Waste Association of North America

Selected Publications & Presentations:

- Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.
- Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.
- Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.
- Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.

PIETER K. SCHEER, P.E.

Senior Engineer - Raleigh, NC



Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

02/08/2024

Academic Credentials:

KEY PERSONNEL

B.S. Civil Engineering, 2014
 North Carolina State University, Raleigh, NC
 M.C.E Civil Engineering, 2016
 North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA OSHA 40 Hour Hazardous Waste Operations Landfill Gas (LFG) Systems Leachate Management Systems Stormwater Management Permitting Civil/Site Analysis

Employment Record: 2013 - Present - Smith Gardner, Inc.

Areas of Expertise:

Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities:

American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water guality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

02/08/2024

Academic Credentials:

A.S. Surveying Technology, 2010 White Mountains Community College, Berlin, NH

KEY PERSONNEL

B.S. Geography, 2013 Appalachian State University, Boone, NC

Professional Credentials and Certifications:

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (SUAS) Rating

Employment Record:

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities:

North Carolina Society of Surveyors

ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

02/08/2024

Academic Credentials:

B.S. Environmental Geology, 2015 Appalachian State University, Boone, NC Professional ESRI GIS Certification Appalachian State University, Boone, NC

KEY PERSONNEL

Professional Credentials:

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

Employment Record:

2018 - Present – Smith Gardner, Inc. 2016 - 2018 – TRIMAT Materials Testing

Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

Professional Activities: USGS Volunteer

SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

KEY PERSONNEL

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
		Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
	1	Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
	-	Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	Q2/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

02/08/2024

APPENDIX A FORMS AND REQUIRED DOCUMENTATION

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- Х

Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Smith Gardner, Inc. STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX:	ZIP: 27603				
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603	TELEPHONE TOLL FREE TEL. N NUMBER: 919-828-0577					
PRINCIPAL PLACE OF BUSINESS ADDRES VENDORS ITEM #10):	S IF DIFFEREN	FROM ABOVE	(SEE INSTRUCTIONS TO			
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	FAX NUMBER:					
VENDOR'S AUTHORIZED SIGNATURE:	EMAIL: stacey@smithgardnerinc.com					

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <u>Smith Gardner, Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and/Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith _____, being first duly sworn, deposes and says that:

I. He/She is the President of Smith Gardner, Inc. , the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, awners, employees, or parties in interest, including this affiant.

Signature	
Printed Name: Stacey A. Smith	
Title: President	
Date:	
Subscribed and Sworn to Before Me,	BRENT C. AIKMAN NOTARY PUBLIC NOTARY PUBLIC NOTARY N.C. 1-19-2028.
This 7th day of February , 2024	BRENT NOTARY PUBLIC NOTARY PUB
Notary Public Brent C. Aikman, Wake County, N.C.	NOTARY PLODE NOTARY PLODE WAKE COUNTY, N.C. WAKE COUNTY, N.C. My Commission Expires 1-19-2028.
My Commission Expires: 01/19/2028	F

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Sec. en



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

This is to Certify that:

<u>Smith Gardner, Inc.</u> is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No. : F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2023



CLIADILITY INCLIDANCE

DATE (MM/DD/YYYY)

Γ

ACORD CERTIFICATE OF LIABILITY INSURANCE									05/31/2023				
С В	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED												
	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.												
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
PRODUCER CONTRACT Tracy Meadows													
PHONE (010) 781 1115 FAX (010) 783										9) 783-6427			
ADDRess.										NAIC #			
					INSURE	T		mpany of Connection	cut	25682			
INSU	RED				INSURE	Tanualan	s Property Cas	ualty Company of A	America	25674			
	Smith Gardner Inc				INSURE	· · · · · · · · · · · · · · · · · · ·	Indemnity Co	mpany of America	i	25666			
	14 N Boylan Avenue				INSURE	RD:							
	Raleigh, NC 27603				INSURE	RE:							
					INSURE	RF:							
				NUMBER: COI - 2023-20				REVISION NUMB					
IN Cl	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR LTR	TYPE OF INSURANCE	TADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS				
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	CLAIMS-MADE CCUR					06/01/2023	06/01/2024	PREMISES (Ea occurr MED EXP (Any one pe	5	,000			
А				680-1J560231	06/01/2023			PERSONAL & ADV IN.	1.1	,000,000			
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								PRODUCTS - COMP/C		,000,000			
	OTHER:							-	\$				
	AUTOMOBILE LIABILITY							COMBINED SINGLE L (Ea accident)	_IMIT \$ 1	,000,000			
	ANY AUTO					06/01/2023		BODILY INJURY (Per p					
A	OWNED AUTOS ONLY HIRED			680-1J560231			06/01/2024	BODILY INJURY (Per a PROPERTY DAMAGE					
	HIRED AUTOS ONLY							(Per accident)	\$				
							06/01/2024	EACH OCCURRENCE	s 5	,000,000			
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	DED RETENTION \$								\$				
	WORKERS COMPENSATION								OTH- ER				
С	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		UB-5K522297		06/01/2023	06/01/2024	E.L. EACH ACCIDENT	Þ	00,000			
0	(Mandatory in NH)							E.L. DISEASE - EA EN		00,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLIC	CYLIMIT \$ 5	00,000			
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be at	ttached if more sp	bace is required)						
CEF	CERTIFICATE HOLDER CANCELLATION												
					euo			SCRIBED BOLICIES		ED BEFORE			
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN FOR INFORMATION ONLY ACCORDANCE WITH THE POLICY PROVISIONS.													
					AUTHO		JTATIVE		,				
						AUTHORIZED REPRESENTATIVE							

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

n a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

		Charles I have			kon	30	3/01/2022				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
lf	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).										
NAME: PHONE (010) 791 1115 FAX (010) 793 6427											
PO	PO BOX 31508 (A/C, No, Ext): (313) / 03-0427 E-MAIL TMEADOWS@INSURE-NC.COM										
RAL											
INSURER A: CONTINENTAL CASUALTY COMPANY 2											
INSU		INSUR	ER B :								
		INSUR	ER C :								
	14 N BOYLAN AVENUE	INSUR									
	RALEIGH NC 27603	INSUR									
0.01	/FRAGES CERTIFICATE NUMBER: COI 2022-2	INSUR	ERF:				I				
					REVISION NUMBER:						
IN CE	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	ADDL SUBR TYPE OF INSURANCE INSD WVD POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s					
	COMMERCIAL GENERAL LIABILITY		1,	<u></u>	EACH OCCURRENCE	\$					
	CLAIMS-MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$					
					MED EXP (Any one person)	\$					
				\$							
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY GENERAL AGGREGATE	\$					
	POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$					
	OTHER:					\$					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$					
	ANY AUTO				BODILY INJURY (Per person)	\$					
	AUTOS ONLY AUTOS				BODILY INJURY (Per accident)	\$					
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$					
						\$					
	UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$					
	EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$					
	DED RETENTION \$					\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER OTH- STATUTE ER						
	ANY PROPRIETOR/PARTNER/EXECUTIVE				E,L, EACH ACCIDENT	\$					
	(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$					
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$					
	PROFESSIONAL LIABILITY/				PER CLAIM:	\$5,0	00,000				
A	POLLUTION INCIDENT LIABILITY EEH 13 333 52 62		08/21/2022	08/21/2023	AGGREGATE:	\$5,0	00,000				
					DEDUCTIBLE:	\$25,	000				
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	le, may be a	attached if more sp	ace is required)							
CER	TIFICATE HOLDER	CAN	CELLATION								
	FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
		AUTHORIZED REPRESENTATIVE									

02/08/2024

APPENDIX B SAM/EPLS LIST

SMITH GARDNER

www.smithgardnerinc.com

ite Calso SMILE SAMR8X4RH				ite (also SMILE SAMR8X4RR	ite (also SMILE S4MR8X4RP				(also MICH		(also STINS			falso SMP				5	(also ANDY		falso SNIPF	-			
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		3383 NW 7TH ST, SUITE 101	3383 NW 7TH ST., SUITE 101			HERENGRACHT 420	CR 15 # 146 29 CASA 1		210 HILLSIDE CT.	3600 GUARD RD.	5001 BRENTWOOD STAIR RD.			71/11 SADOVNICHESKAYA STREET				6F CHEUU CHEUL-DO	2412 GRAN SUITE 2	19 KUKUYEVITSKOGO STREET	P.O. BOX 28215				6 NOVOTORZHSKAYA ULITSA
Special EntiSMILE WALLET LTD	E		Firm SMILES R US DENTAL GROUP, INC.	Special EntiSMILETRAVELS	Special EntiSMILEWALLET	Special EntiSMILEWALLET B.V.	Special EntiSMILEWALLET S.A.S.	Special Enti SMILEWALLET, LLC	Firm SMITH RENOVATIONS	Firm SMITH, GERARD FRANCIS		Vessel SMDOTH	Vessel SMP ARKHANGELSK	Special EntiSMP BANK	Special EntiSMP BANK OPEN JOINT-STOCK COMPANY	Vessel SMP NOVODVINSK	Vessel SMP SEVERODVINSK	ŧ	Firm SNAP OFFICE SUPPLIES, LLC	Special EntiSNGB AD	Special EntiSNIPER AFRICA	Special Enti SNIPER OUTDOOR CC	Special EntiSNIPER OUTDOORS CC	Vessel SO BAEK SAN	Special Entiso TVERNETTEPRODUKT 000

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA



NORTH CAROLINA

SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID WASTE STORMWATER COMPLIANCE

BACKGROUND

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to assist the County with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes eDMR Reporting, Monitoring of Weather Stations located at the Ann Street Landfill and Wilkes Road Treatment and Processing Facility, and conduct onsite training for facility personnel for spill response, spill cleanup and preventative maintenance.

The agreement amount shall not exceed \$25,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

At their September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the September 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$25,000.

2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description Board Approval of Bid Award Service Agreement Type Backup Material Backup Material

ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN QUEEN - KENNEDY MARIE WHITAKER FIRST RUNNER UP - BAILEE SWINTON SECOND RUNNER UP - SONIA ROSS THIRD RUNNER UP - CHLOE JONES

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

Approved A.	Approval of Proclamation Recognizing March 2024 as	Women's History Month
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Approved

B. Approval of Proclamation Recognizing March 2024 as Social Workers Month

C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

NovusAGENDA

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

ApprovedE.Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation
Agency Safety Plan (PTASP)

ApprovedF.Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates

H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

NO BOARD ACTION REQUIRED

G.

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
 - L. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

3.

PUBLIC HEARINGS

A. Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

Rezoning Cases

- Approved B. Case ZON-23-0035
 - C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
 - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
 - A. Civic Center Commission (3 Vacancies)

NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

NovusAGENDA

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

NOMINEE:

JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

NOMINEE:

RYAN AUL DR. TORIKA FULLER

- 6. APPOINTMENTS
 - A. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

SIGMA SMITH - AGING SERVICE PROVIDER

B. Mid-Carolina Aging Advisory Council (1 Vacancy)

APPOINTED:

CHARLES MCLAURIN

C. Farm Advisory Board (1 Vacancy)

APPOINTED:

JOEY SHORT

- 7. CLOSED SESSION: If Needed
 - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
 - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

ADJOURN

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024

- TO: BOARD OF COUNTY COMMISSIONERS
- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES
- DATE: 3/14/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE WATER QUALITY SERVICES

BACKGROUND

On February 1, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide water quality services. The County is seeking a qualified consultant to assist with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill. Firms had until February 15, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Water Quality Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Water Quality Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract

for approval at a future Board of Commissioners meeting.

ATTACHMENTS:

Description Summary Evaluation Sheet Solid Waste Water Quality Services Type Backup Material

Summary Sheet	Firm Qualifications Relevant Experience Project Firm References Notes Schedule Schedule Qualifications Firm References Total *Additional Notes Below*	20 Points Max 25 points Max 15 Points Max 25 Points Max	rt, Inc. 20 25 15 25 15 100	20 25 13			Additional Notes *If additonal space is needed for notes, see attached				
Evaluators Name:	Fin		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			Vendors				

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service Total Max Points (Per Vendor) 100

STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement made this the <u>G</u>th day of August 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as Attachment B and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June, 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.



PRICE: This agreement shall not exceed total payment of \$25,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the General Manager of Natural Resources as its exclusive agent with respect to this Agreement. The General Manager of Natural Resources as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the General Manager of Natural Resources. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR: Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603 COUNTY: Amanda L. Bader, General Manager for Natural Resources 698 Ann Street Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

IRAN DIVESTMENT ACT CERTIFICATION: Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY: CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST

BY:

ANDREA TEBBE, Clerk

SMITH GARDNER, INC.

ATTEST BY:

This instrument has been Pre-audited in the manner required by the Local Government **Budget and Fiscal Control Act.**

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County Finance Office

BY: GLENN ADAMS, Chairman **Board of County Commissioners** BY: STACEY A. SMITH Name/Title PRESIDENT

Approved for Legal Sufficiency upon formal execution by all parties

Attorney's Office BOL Approved anace

SMITH+	GAI	RDN	ER
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August 5, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal Cumberland County Stormwater Compliance

Dear Ms. Bader:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance with the stormwater compliance at the Cumberland County Ann Street Landfill facility and Wilkes Road Compost facility located in Fayetteville, North Carolina. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

SCOPE OF SERVICES

Task 1: eDMR Reporting

A. <u>Prepare and submit Discharge Monitoring Reports.</u> S+G will prepare and submit eDMRs as required (monthly or quarterly). Prepared eDMRs will be based on laboratory results provided to S+G by Cumberland County. *Reporting requirements are determined by the General Permits, (NCG120000 & NCG240000) and outfall tier status.*

Task 2: Training

A. <u>Conduct onsite training.</u> S+G will prepare and provide the required annual training for facility personnel with responsibilities for; spill response and cleanup, preventative maintenance activities, and for any of the facility's operations that have the potential to contaminate stormwater runoff.

Task 3: Weather Stations

A. <u>Monitor Weather Station.</u> S+G will monitor a Davis Vantage Pro2 weather station at each facility (Ann St. & Wilkes Rd.) and renew subscription services annually. Access to the weather station will provide necessary rain data for reporting purposes. Ms. Amanda Bader, P.E. August 5, 2024 Page 2 of 3

Task 4: Miscellaneous Engineering and Operations Services (On-Call)

A. <u>Miscellaneous Engineering.</u> S+G will perform miscellaneous engineering and operations services (as it pertains to stormwater compliance) throughout the year including assistance with stormwater management inspections, weather station maintenance, updates to Stormwater Pollution Prevention Plans (SWPPPs), and other tasks that require assistance from S+G.

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep Cumberland County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
1. eDMR Reporting	\$5,000
2. Training	\$3,000
3. Weather Stations	\$1,000
4. Misc. Engineering and Operations Services (On-Call)	\$16,000
Total Budget:	\$25,000

SCHEDULE

S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

Approval

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here ______ and transmit the number to S+G.

ASSUMPTIONS

S+G has made the following assumptions for the preparation of this proposal:

- Stormwater samples will be collected and provided to laboratory by Cumberland County.
- 2. Laboratory service fees will be paid for by Cumberland County.
- 3. Onsite annual training of both facilities is assumed to be completed within one (1) eight (8) hour business day.

Ms. Amanda Bader, P.E. August 5, 2024 Page 3 of 3

If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely, SMITH GARDNER, INC.

Low J. Lansuski Low J. Krasuski Project Manager (ext. 154) Lou@smithgardnerinc.com

Stacey A. Smith Stacey A. Smith, P.E. Senior Engineer (ext. 127) <u>stacey@smithgardnerinc.com</u>

DocuSigned by:

Attachment cc: File

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

MINIMUM QUALIFICATIONS

- 1. The respondent shall have a minimum of 5 years of experience in water system design.
- 2. Qualifications of Professional Staff Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
- 3. Subcontractors Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the \pm that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <u>abader@cumberlandcountync.gov</u>, no later than **2:00 PM**, **Thursday, February 8, 2024**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

·	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
	This proposal was signed by an authorized representative of the Contractor.
	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
	All labor costs associated with this project have been determined, including all direct and indirect costs.
	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:			7							
STREET ADDRESS:		P.O. BOX:	ZIP:							
CITY & COUNTY & ZIP:	TELEPHONETOLL FREE TEL. NONUMBER:									
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):									
PRINT NAME & TITLE OF PERSON SIGNING O VENDOR:	FAX NUMBER:									
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:								

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ______, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

, being first duly sworn, deposes and says that:

1. He/She is the ______ of _____, the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____

Printed Name: _____

Title:

Date:

Subscribed and Sworn to Before Me,

This ______ day of ______, _____

Notary Public _____

My Commission Expires:

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment* D is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party*. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) *Cancellation of Orders and Subcontracts*. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) *No Suspension*. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. Remedies

(1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

• Competitively within a timeframe providing for compliance with the contract performance schedule.

• Meeting contract performance requirements.

• At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

	Firm Qualifications	Firm Qualifications Relevant Experience	Project Approach	Project Team	Project Team Firm References	Tatal	Notes
Vendors			Schedule	Quamications		IOLAI	*Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	15 Points Max 25 Points Max	15 Points Max		
						0	
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		*If additonal s	Additional Notes space is needed for no	Additional Notes *If additional space is needed for notes, see attached	ached		
Vendors							
	2						

ATTACHMENT E: EVALUATION SHEET

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Attachment B

SMITH+GARDNER

QUALIFICATIONS PROPOSAL

CLIENT:

PURPOSE:

CUMBERLAND COUNTY, NORTH CAROLINA

PREPARED IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS SOLID WASTE WATER QUALITY SERVICES



DocuSign Envelope ID: CEC4BD43-72D1-48B6-9608-C2B885E75CED

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024 TRANSMITTAL LETTER FAX CORPORATE ADDRESS TELEPHONE SMITH+GARDNER 14 N. Boylan Ave., Raleigh, NC 27603 919.828.0577 919.828.3899

February 08, 2024

ENGINEERS

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications **Solid Waste Water Quality Services**

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

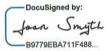
Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by: Stacey a. Smith, P.E. 27B482DF1A09438...

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com



Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

SMITH+GARDNER

www.smithgardnerinc.com

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APPENDIX B - SAM/EPLS LIST

02/08/2024

RESOURCE MANAGEMENT

INTRODUCTION

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers Operations Support Education and Training Peer Review/ Expert Witness Project Procurement and Construction Bid Procurement Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

RECOVERY

Renewable Energy Biomass Solar Landfill Gas Compost Materials Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation: Compost Facility Material Recovery Facility LFG Systems for Beneficial Use Site Redevelopment Waste Characterization Auditing Waste Reduction Solid Waste Facility Mining

REMEDIATION

Environmental Site Assessment Phase I and Phase 2 ESAs Water Quality Environmental Monitoring and Compliance Monitoring System Design and Permitting Groundwater and Surface Water Methane Gas Risk Management Remedial Design and Implementation Permitting Groundwater and Surface Water Methane Gas Remediation System Operations and Optimization Air Quality Permitting and Compliance Asbestos Management and Compliance



SMITH GARDNER, INC. Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacey@smithgardnerinc.com



INTRODUCTION

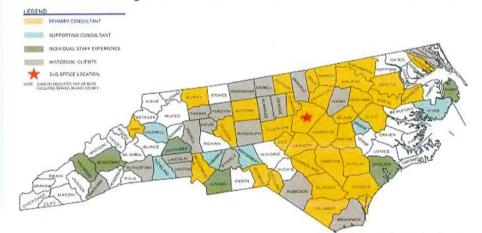
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



PROJECT UNDERSTANDING

02/08/2024

OUR MISSION

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

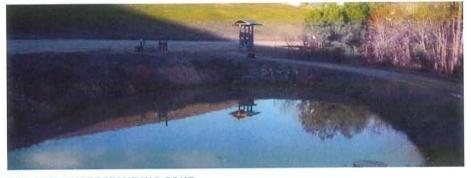
Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

02/08/2024

PROJECT UNDERSTANDING

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



PROJECT UNDERSTANDING CONT.

Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

PROJECT UNDERSTANDING

02/08/2024

OUR PROMISE

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



PROJECT UNDERSTANDING CONT. Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

02/08/2024

PROJECT UNDERSTANDING

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



PROJECT UNDERSTANDING CONT. Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

02/08/2024

OUR FOCUS

FIRM SERVICES

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
 - Engineering Reviews and Evaluations
 - Local, State, and Federal Regulatory Compliance
 - Budgetary, Financial and Enterprise Fund Planning, Management and Administration

Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

Erosion and Sedimentation Control Permitting

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

02/08/2024

COMMITMENT

FIRM SERVICES

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



FIRM SERVICES CONT.

Public Notices and Meetings

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial proforma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

Grant Funding Applications

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

02/08/2024

EXPERIENCE

FIRM SERVICES

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

FIRM SERVICES CONT.

Grant Funding Applications Cont.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics, an MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

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Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

Environmental Justice Support

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

FIRM SERVICES

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

			Res	ourc	e Manag	eme	nt							Recover	У									Reme	liation			_	
RESOURCE MANAGEMENT S+G REMEDIATION	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment (Ph. 1 / 2)	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	x	x	x	x	x	×	×	x	x	×	×	×	x	x					x		x	×	X	x	x	x	×		x
Bladen County, NC Kip McClary	x	×	x	x	x	×	x							x					×				x						
City of High Point, NC Robby Stone, P.E.	×	x	х	x	x	x	x	x	x	x	x	x		×			x		x	×	×		x			×	×	x	
Cumberland County, NC Amanda Bader	x				×	×	x	x	x	x			x		×			x	×	x	x	x	×	×		×	×	x	
Davidson County, NC Charlie Brushwood	x	x	x	x	x	x	x	x	x	x	x	x		x		x		x	x	×	×		×	×		x	×	×	
Halifax County, NC Chris Williams	×	x	x	x	x	x	x	×	×			x		x			in the second		×		×	x	×	×		×	×		
Harnett County, NC Chad Beane	×	x	x	x	x	x	x	x	x										x		х		x	x		x	×		
Johnston County, NC Brian Beasley	×	x	x	×		×	×	x		x	x		×	x					x	×	×		x	×	x		×	x	
Martin County, NC Justin Harrison	×	x	×			x	×	x	x										x				x			x			
Person County, NC Ray Foushee						x					x	x	x	×	x	ú			x		x	x		×					
Sampson County Disposal LF (NC) Bryan Wuester	×	×	×	x		×	×	x	×	x	x	x	×	×					×	×	x		x			×		x	
Scotland County, NC Bill Lash	×	×	×	×	×	×	×	×	×					×					×		×	×	×	×		×	×		×
Washington County, NC Danny Reynolds	×	x	x			×	×												x		×		×						
Wayne County, NC Randy Rogers											×	×	×							×			×						
GFL South Wake Landfill (NC)	x	x	X			x		x	x																	x			

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PROJECT EXPERIENCE AND REFERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: * Title V Compliance * LFG Monitoring * Groundwater Monitoring and Management * Transfer Station Option Evaluation * Transfer Station Design and Permitting * Water Quality Remediation * Solid Waste Permitting RESOURCE MANAGEMENT RECOVERY

REMEDIATIO

Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

PROJECT EXPERIENCE AND REFERENCES

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SAMPSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

»Landfill Design and Permitting

- »Landfill Closure
- » Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- » Landfill Gas to Energy System Design
- »Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- »Air Quality Permitting
- » Greenhouse Gas Reporting

RESOURCE MANAGEMENT

RECOVERY

Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

Description – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle–D landfill, a closed Subtitle–D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/ CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/ bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

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PROJECT EXPERIENCE AND REFERENCES

DAVIDSON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Air Quality Permitting
- »Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- » Landfill Closure
- »Financial Studies
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT

RECOVERY

Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov

DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

Description – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two [2] lined landfills, two [2] unlined landfills and one [1] C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

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PROJECT EXPERIENCE AND REFERENCES

JOHNSTON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- » Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT

RECOVERY

Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

Description - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

Piggy-Back C&D Landfill Design for Presumptive Remedy – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

PROJECT EXPERIENCE AND REFERENCES

02/08/2024

SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES: »Title V Compliance

- »LFG Monitoring
- » Groundwater Monitoring and Management

RESOURCE MANAGEMENT

DOBSON, NORTH CAROLINA / 2021 - PRESENT

Description - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

Environmental and Compliance Services- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

Air Quality Services - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

Engineering Services - Annual survey and capacity evaluation and miscellaneous engineering services.

Client Reference:

Surry County Landfill Ms. Jessica Montgomery, P.E., County Engineer 336.401.8376 montgomeryj@co.surry.nc.us

DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES:

»Budgeting

»Scheduling

» Grant Narrative Review

RESOURCE MANAGEMENT

DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

Description - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference:

Durham County Ms. Chrissie Koroivui Solid Waste Program Manager 919.560.0442 mkoroivui@dconc.gov

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PROJECT EXPERIENCE AND REFERENCES

HARNETT COUNTY - DUNN-ERWIN LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Water Quality Monitoring
- »Landfill Gas Monitoring

RESOURCE MANAGEMENT

DUNN, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

C&D Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

Environmental Evaluation and Monitoring - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Firing Range Design - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

HARNETT COUNTY - ANDERSON CREEK LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Gas Monitoring
- »Water Quality Monitoring

»Transfer Station Permit Renewal

RESOURCE MANAGEMENT

SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

Site Description - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

C&D Landfill Expansion Permit - S+G designed and permitted an expansion for the C&D landfill at this facility.

Transfer Station Permit Renewal - S+G prepared the renewal permit for the active transfer station at this facility.

Environmental Evaluation and Monitoring - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

NPDES Monitoring and Reporting - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

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EMPLOYEE OWNED

KEY PERSONNEL

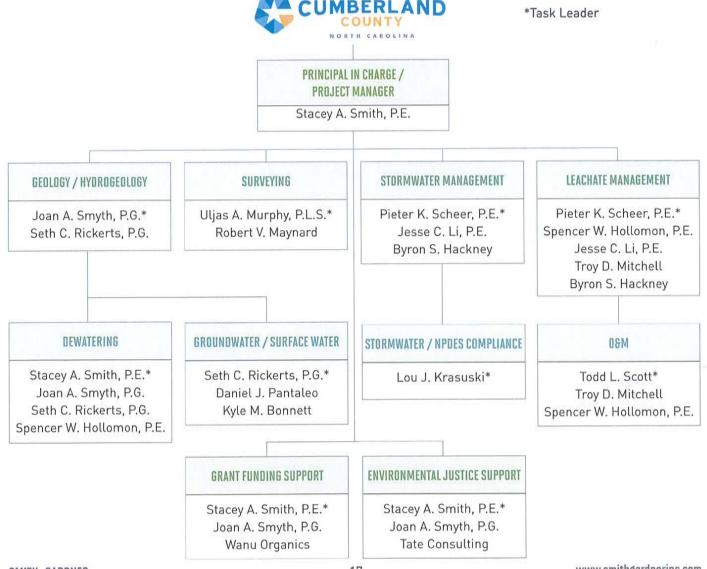
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



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Academic Credentials:

B.S. Civil Engineering (Construction), 1992 North Carolina State University, Raleigh, NC M.C.E.Civil Engineering (Geotechnical), 2004

North Carolina State University, Raleigh, NC

Duties:

2006 - Present – President 2000 - Present – Board of Directors

KEY PERSONNEL

Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MO, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.) 1995 - 1996 – S.T. Wooten Corporation (STW) 1992 - 1995 – Hazen & Sawyer, P.C. 1991 - 1992 – G.N. Richardson & Associates, Inc.

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

Professional Activities:

American Society of Civil Engineers (ASCE) Professional Engineers of North Carolina (PENC) Solid Waste Association of North America (SWANA) North Carolina Board of Examiners for Engineers & Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

02/08/2024

Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

Duties:

2016 - Present - Vice President 2010 - Present - Board of Directors 1998 - Present - Secretary

KEY PERSONNEL

Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

Employment Record:

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

Professional Activities:

- Solid Waste Association of North America PFAS Group
- NCDEQ Rule Review Committee Environmental Monitoring Rules
- Appalachian State University Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences
- Association of State Boards of Geology Council of Examiners

Selected Publications & Presentations:

"Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023

"PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022

- "Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022
- "1,4 Dioxane, What Do We Know?" Association of Environmental and Engineering Geologists (AEG) Webinar, 2021
- "Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018
- "Landfills and Groundwater A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016

JOAN A. SMYTH, P.G., RSM

Senior Hydrogeologist - Raleigh, NC



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

02/08/2024

Academic Credentials:

KEY PERSONNEL

- B.S. Civil Engineering, 1990 North Carolina State University, Raleigh, NC
 M.S. Civil Engineering, 1992
- North Carolina State University, Raleigh, NC

Duties:

2012 - Present – Vice President 1996 - Present – Board Member

Professional Credentials:

Professional Engineer – NC, SC, VA OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

Employment Record:

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

Professional Activities:

American Society of Civil Engineers American Society for Testing and Materials D35 Committee

Environmental Research and Education Foundation (EREF) Research Council Solid Waste Association of North America

Solid Waste Association of North America

Selected Publications & Presentations:

- Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.
- Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.
- Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.

Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.

PIETER K. SCHEER, P.E.

Senior Engineer - Raleigh, NC



Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

02/08/2024

Academic Credentials:

KEY PERSONNEL

B.S. Civil Engineering, 2014
 North Carolina State University, Raleigh, NC
 M.C.E Civil Engineering, 2016
 North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA OSHA 40 Hour Hazardous Waste Operations Landfill Gas (LFG) Systems Leachate Management Systems Stormwater Management Permitting Civil/Site Analysis

Employment Record: 2013 - Present - Smith Gardner, Inc.

Areas of Expertise:

Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities:

American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water guality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

02/08/2024

Academic Credentials:

A.S. Surveying Technology, 2010 White Mountains Community College, Berlin, NH

KEY PERSONNEL

B.S. Geography, 2013 Appalachian State University, Boone, NC

Professional Credentials and Certifications:

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

Employment Record:

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities:

North Carolina Society of Surveyors

ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

02/08/2024

Academic Credentials:

KEY PERSONNEL

B.S. Environmental Geology, 2015 Appalachian State University, Boone, NC Professional ESRI GIS Certification Appalachian State University, Boone, NC

Professional Credentials:

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

Employment Record:

2018 - Present – Smith Gardner, Inc. 2016 - 2018 – TRIMAT Materials Testing

Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

Professional Activities: USGS Volunteer

SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

02/08/2024

ENVIRONMENTAL RESPONSIBILITY

KEY PERSONNEL

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
		Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
spendar trenenany, ter		Cumberland County New Convenience Center	\$60,000	Q4/2025
	-	Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
	10.13	South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	02/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

APPENDIX A FORMS AND REQUIRED DOCUMENTATION

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

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In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
 - Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: Smith Gardner, Inc.	DO DOV	ZIP:			
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX:	27603			
CITY & COUNTY & ZIP:		TELEPHONE			
Raleigh, Wake County, 27603		A 1 W AT ANY ANY A ST			
PRINCIPAL PLACE OF BUSINESS ADDRES VENDORS ITEM #10):	S IF DIFFEREN	Γ FROM ABOVE	(SEE INSTRUCTIONS TO		
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	FAX NUMBER:				
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithga	rdnerinc.com		

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Smith Gardner, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith _____, being first duly sworn, deposes and says that:

I. He/She is the President of Smith Gardner, Inc. , the proposer that has submitted the attached proposal.

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, ewners, employees, or parties in interest, including this affiant.

Signature	
Printed Name: Stacey A. Smith	
Title: President	
Date: 02/07/2024	
Subscribed and Sworn to Before Me,	BRENT C. AIKMAN NOTARY PUBLIC NOTARY PUBLIC
This 7th day of February , 2024	BRENT PUBLIC NOTARY PUBLIC WAKE COUNTY, N.C. WAKE COUNTY, N.C. My Commission Expires 1-19-2028.
Notary Public Brent C. Aikman, Wake County, N.C.	My Commission Com
My Commission Expires: 01/19/2028	



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS 4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering and land surveying* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No. : F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

Executive Director

POST IN PLACE OF BUSINESS

Issued 06/07/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.										
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFOR CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIV BELOW. THIS CERTIFICATE OF INSURANCE DOES NO	/ELY AMEND, EXTEND	OR ALTER THE C	OVERAGE A	FFORDED BY THE POLI	CIES	
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				MED EXP (Any one person)	\$	
				PERSONAL & ADV INJURY GENERAL AGGREGATE	ծ Տ	
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OTHER:				THOUGHT COMPANY AND	\$	
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO				BODILY INJURY (Per person)	\$	
OWNED SCHEDULED				BODILY INJURY (Per accident)	\$	
				PROPERTY DAMAGE (Per accident)	\$	
					\$	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE	\$	
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DED RETENTION \$					\$	
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APPENDIX B SAM/EPLS LIST

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NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

DATE: 7/11/2024

SUBJECT: ADOPTION OF THE NORTH CENTRAL AREA LAND USE PLAN

BACKGROUND

As part of the Joint Planning Board's ongoing efforts to update detailed land use plans for the County and member municipalities, Planning Staff, in collaboration with area residents, have developed a land use plan for the North Central Area of Cumberland County.

The plan area has a population of approximately 17,000, which includes the Town of Linden and the Shaw Heights community. The plan area is located to the north of the City of Fayetteville, south of the Harnett County border, east of the Town of Spring Lake's Municipal Influence Area (MIA) and west of the Cape Fear River. Plan area residents were able to learn about the plan and provide input in multiple ways. Information on the plan and information/feedback gathering surveys were available on the North Central Area website which received over 6,228 visits. Postcards were mailed to over 4,000 addresses to announce the community kick-off meeting which had over 100 people in attendance.

The North Central Area Steering Committee met 11 times to provide staff with direction during the planning process. Stakeholder interviews were conducted with 23 area stakeholders participating. Upon draft completion, an additional 4,000 postcards were mailed out highlighting the draft and public review session which was held at the Pine Forest Recreation Center. The public draft review session had 74 people in attendance.

The Cumberland County Joint Planning Board unanimously recommended approval of the plan at their June 18, 2024, meeting. Additionally, the plan was presented to the Town of Linden on July 16, 2024 and was adopted by their Board of Commissioners.

The Board of County Commissioners reviewed the plan at their September 12, 2024, Agenda Session and voted to hold a public hearing and consider the plan at their September 16, 2024, Regular Meeting.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of County Commissioners adopt the North Central Area Land Use Plan.

ATTACHMENTS:

Description Draft North Central Area Land Use Plan North Central Area Land Use Plan Presentation Type Backup Material Backup Material



North Central Area Land Use Plan

Cumberland County, NC

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Acknowledgements

Preparation of the North Central Area Land Use Plan was a collaborative process involving numerous Town and County officials, area stakeholders, and community members. Without their input, this plan would not have been possible.

Cumberland County Commissioners

Glenn Adams, Chair Dr. Toni Stewart, Vice Chair Michael Boose Dr. Jeannette Council W. Marshall Faircloth Veronica Jones Jimmy Keefe

Linden Town Commissioners

Frances Collier, Mayor Barbara Denning Ronnie Maness Betsy Small Jonathan Collier Larry Overby

Steering Committee

Frances Collier, Mayor Wayne Collier Lake Wood Brian Raynor William Vick Thomas Lloyd, CCJPB Rob Patton, FCEDC Jennifer Baptiste, City of Fayetteville

Cumberland County Joint Planning Board

James Baker, Cumberland County Gary Burton, Cumberland County Kasandra Herbert, Cumberland County William Walters, Cumberland County Todd Mobley, Stedman Susan Moody, Hope Mills Thomas Lloyd, Linden Jami McLaughlin, Spring Lake Mark Williams, Wade, Falcon, Godwin Stan Crumpler, Eastover

Cumberland County Planning & Inspections

Rawls Howard, Director David Moon, Deputy Director Laverne Howard, Executive Assistant

Comprehensive Planning Section*

Rufus (Trey) Smith III, Planning Manager Addie Corder, Planner III Sarahgrace Mitchell, Planner III Anastasia Nelson, Planner I Samuel Bowen, Planner I Joel Schult, Planner I

An area plan requires the knowledge and expertise of the entire planning department staff. The Cumberland County Planning Department, Addressing/Street Naming, Graphic Services, and Transportation have all contributed to this plan. *Section responsible for creating this plan.

Foreword

The North Central Area Land Use Plan is the product of a multi-year long process to bring to life a unified vision for the area. The boundary for this plan area includes the North Central Land Use Plan (2011), Shaw Heights Land Use Plan (2008), and North Fayetteville Area Plan (2003). As the City of Fayetteville and Cumberland County have changed over time, the consolidation of the plan areas was identified as a way for County Planning Staff to serve the community more efficiently. This plan was developed through the collaboration of County Staff, Town Officials, and area stakeholders with the goal of providing a framework for thoughtful development and redevelopment in the area for the next 10 years.

The primary purpose of this plan is to serve as a guide for land use decisions while highlighting the issues most important to area stakeholders. More specifically, it provides:

- <u>Community Vision</u> Community members and other area stakeholders feel that now, more than ever, the community needs a unified vision to generate and direct energy towards a common goal. A vision can do this by building a sense of identity that community members and officials can rally around.
- <u>Guardrails for Development</u> While the plan does not have the legal power of county and municipal ordinances, it must be consulted during rezoning and other land use decisions. The plan should set forth the guiding factors and practices that staff and officials consider.
- <u>Tool for Garnering Resources</u> This document not only highlights important land use considerations for the plan area but also includes tools and resources that can be leveraged by staff or plan champions to make area change. For example, potential grant opportunities are listed among the resources and key language throughout the plan may increase the area's eligibility for grant funds.

Throughout the planning process, Planning Staff had clear goals for the drafting of the North Central Area Plan:

- 1. Accurately capture and represent the community's vision.
- 2. Offer a range of suggestions to reach the community vision that are attainable in both the near and long term.
- 3. Create a plan that thoughtfully balances the need for development and redevelopment while preserving rural character.
- 4. Make the plan understandable and useful for a range of users with clear opportunities for implementation.
- 5. Provide for flexibility in the plan so that it may adapt to areas of opportunity as the area evolves.

Elected and appointed officials as well as Planning Staff will consult this plan when making future recommendations and land use decisions for the plan area. Land use plans are required by the North Carolina General Statute § 160D-501 as a condition of adopting and applying zoning regulations. This document is not legislatively or legally binding but serves as a tool to guide thoughtful growth in the area.

Cumberland County Land Use Plan Boundaries

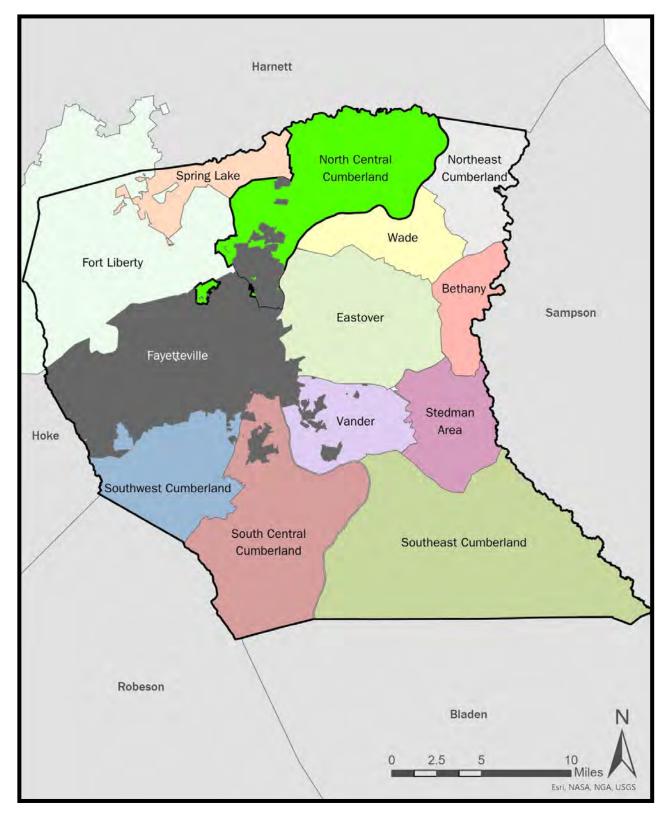


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North Central Area Land Use Plan

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Key Terminology

Definitions

- Land Use Generally refers to how land is used. Land use classifications have specific names which correspond to a particular color on a land use map and a particular list of compatible zoning districts. Land use classifications help indicate which zoning classifications are most appropriate in an area.
- **Zoning** Zoning regulations determine a set of dimensional provisions and allowable land uses according to the county or municipal code of ordinances. Uses that are not permitted must submit a zoning change to be voted on by elected bodies.
- **Policy and Other Recommendations** Policy recommendations are changes suggested that affect policy documents, specifically, the County Zoning Ordinance, County Subdivision Ordinance, or Town Ordinance.
- <u>Area Stakeholders</u> Area stakeholders may be homeowners, renters, property owners, business owners, key investors, employees, institutional representatives, infrastructure partners, or anyone with a connection to the North Central Area.

Key Categories

Early engagement and data were organized by the five categories below.

T h

Land Use

This category includes single-family homes, apartments, manufactured homes, and supportive housing.



Economic Development

This category includes topics relevant for employers, employees, and developers.



Public Services

This category refers to safety, education, utilities, community development, traffic, and transit.



<u>Quality of Life</u>

This category refers to features like parks, medical services, retail, entertainment, and food options.



<u>Rural Character</u>

This category refers to agricultural operations and rural land use.

Planning Process

PHASE 1 SUMMER 2022

Existing Conditions

Information is gathered from existing plans and public data sources to understand the starting point and constraints of an area.

Plan Timeline & Process

The phases of the land use planning process build on one another and occasionally overlap. The process for creating the North Central Area Land Use Plan followed the framework in the chart.

PHASE 2 FALL 2022 - SPRING 2024

Public Input

Stakeholder goals and insights are collected through surveys and discussion to deepen knowledge of the plan area and to guide the plan's intent.

PHASE 3 WINTER 2023/2024

Drafting the Plan

A draft plan is created using public input and staff analysis. The plan is then circulated for public feedback and edited accordingly.

PHASE 4 SPRING - SUMMMER 2024

Adoption

Once a final version of the plan has been created, it is presented to the Joint Planning Board, the Town of Linden, and County Commissioners for adoption.

Community Kickoff Meeting

An open house event designed to share and gather information from community members on the goals and vision for the plan area, as well as existing conditions data.

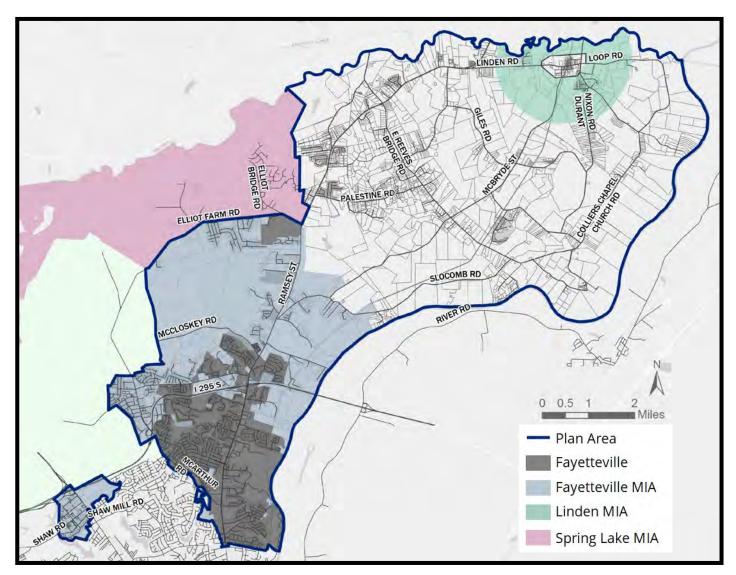
Community Stakeholder Engagement

Stakeholders from 4 different groups (infrastructure, public services, economic development, housing) are interviewed to dive deep into the needs and challenges in the area and to brainstorm land use based solutions.

Draft Review Session

After the plan is drafted, community members have an opportunity to review the plan and provide feedback at the draft review session.

Plan Area Overview



Plan Area Map

A plan can be a powerful tool if frequently consulted by elected officials and by plan champions; however, there are limits to what a plan can do. A plan cannot change the zoning, property tax owed, or use of a property. It also does not guarantee development will occur or that a specific retailer or development will come to the area. The interlocal agreement between the County Planning Department and the municipalities it serves states that "The Joint Planning Board will make, or cause to be made under its supervision, the basic studies necessary to maintain a continuing long-range comprehensive program." The Comprehensive Planning Section has been tasked with completing and updating detailed land use plans for each area of the County. These plans help guide Planning Staff and governing boards to make land use decisions that preserve and promote the values intrinsic to Cumberland County.

Area History & Context



The combined plan areas, North Central Land Use Plan, North Fayetteville Area Plan, and Shaw Heights Land Use Plan, have been some of the fastest growing areas in Cumberland County since the 1980's. Over the past 20 years, a significant portion of the North Fayetteville Area has been annexed into the jurisdiction of the City of Fayetteville as opposed to when a greater share of the area was unincorporated and under the jurisdiction of Cumberland County.

Approximately 54% of the previous North Fayetteville Area Plan and 12% of the most recent North Central Land Use Plan is under the City of Fayetteville's jurisdiction. The plan area boundary remains the same but has been adjusted with consideration to the unincorporated pockets that exist south of the current city limits.



Area History & Context

The North Central Area includes the area in and around the Town of Linden which was originally part of a land grant issued by King George II in 1744. Around 1800, settlers started arriving as the railroad was built, and local landowner D.L. McBryde subdivided and sold off land, intending to spur residential and commercial growth in the region. By 1896, the community consisted of the Little River Academy, the Sardis Presbyterian Church, a handful of family homes, and a post office called "Linden." Linden and the surrounding area have always been heavily involved in agriculture and agricultural processing. This is mainly due to the area's fertile soils and advantageous connectivity to rail lines and roads. Currently, the population of the Town of Linden is about 130. However, many people in the surrounding agricultural area who have a Linden ZIP code heavily associate themselves with the Town of Linden.

Shaw Heights is an unincorporated neighborhood in Cumberland County, bordered on all sides by the City of Fayetteville and in close proximity to Fort Liberty. These conditions have led to difficulties in obtaining services and enforcing local ordinances in the neighborhood. This is a highly trafficked area due to its proximity to Bragg Boulevard, Fort Liberty, and the Murchison Road Corridor. Murchison Road is one of the main paths between Fayetteville and Fort Liberty and sees an average of 15,000 trips a day.

In 2020, The Cumberland County Community Development Department published a NRSA (Neighborhood Revitalization Strategy Area) Plan for the Shaw Heights neighborhood. NRSA plans offer communities some flexibility when applying for grants or pursuing economic development opportunities. Some of the ideas and recommendations that resulted from this study are land-use based and may be referenced or repeated in this land use plan.







Previous Plans

North Central Land Use Plan (2011)

This is the most recent land use plan for the North Central Area. This plan served as a starting point for the planning process as previous recommendations and polices were reviewed for status of completion.

2030 Growth Vision Plan (2009) & Cumberland County Land Use Policies Plan (2009)

These are the latest county-wide plans. The Cumberland County Land Use Policies Plan serves as an addendum to the 2030 Growth Vision Plan. The goals and intentions of these plans may be referenced as a starting point during the development of this plan.

Shaw Heights Land Use Plan (2008)

This is the most recent land use plan for Shaw Heights. This plan served as a guide for development within the plan boundary. Because the North Central Area boundary was updated to include Shaw Heights, this plan served as a starting point for the planning process.

Neighborhood Revitalization Strategy Area (NRSA) Plan (2020)

The Cumberland County Community Development Department prepared a Neighborhood Revitalization Strategy Area (NRSA) plan for the Shaw Heights. This plan serves to promote investment, development of infrastructure, as well as addresses decline and steps to eliminate blighting conditions in the area. Recommendations in the NRSA Plan were considered when creating this plan.

North Fayetteville Area Plan (2003)

This is the most recent land use plan for the North Fayetteville Area. Because the North Central Area boundary was updated to include North Fayetteville, this plan served as a starting point for the planning process.

City of Fayetteville's Future Land Use Plan (2020)

This is the most recent land use plan for the City of Fayetteville. The County does not have jurisdiction to regulate land use decisions in the City of Fayetteville, but due to the city's proximity to the plan area, the document was reviewed for considerations and recommendations that could also be useful.

Harnett County's Comprehensive Growth Plan (2015)

The Harnett County Comprehensive Growth Plan, completed in 2015, describes recent changes and future goals in the area. As the adjacent northern neighbor to the North Central Area, the changes and goals of Harnett County provide important context when planning for the North Central Area.

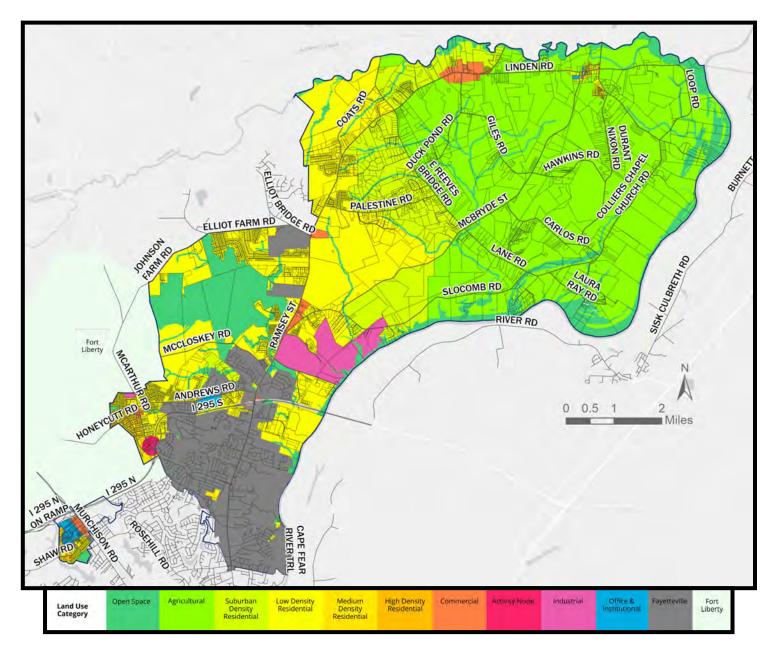
Fort Liberty Joint Land Use Study (JLUS) (2018)

The Fort Liberty Joint Land Use Study was prepared by Benchmark Planning for the Fort Liberty Regional Land Use Advisory Commission. It contains relevant information and restraints that may need consideration due to the proximity of Fort Liberty to the plan area. THIS PAGE LEFT INTENTIONALLY BLANK

PHASE 1 Existing Conditions

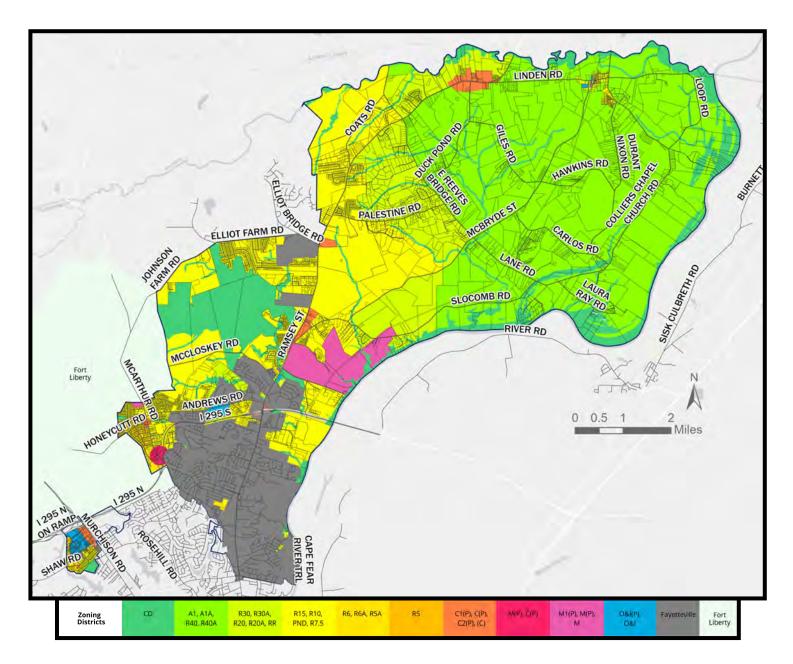
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Existing Future Land Use Map



This map shows the current future land use classifications for the North Fayetteville Area Plan (2003), Shaw Heights Land Use Plan (2008), and North Central Land Use Plan (2011).

Current Zoning Map



This map shows the current zoning classifications for the North Central Area.

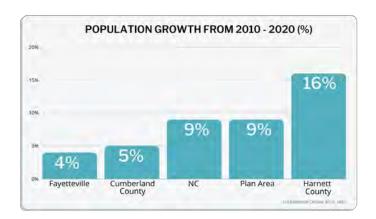
Zoning dictates the maximum allowable use of land. Development can be less dense than the current zoning but cannot exceed the density called for in the Zoning Ordinance.

Existing Conditions Population Demographics

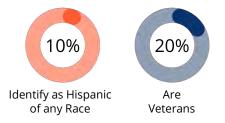
Population

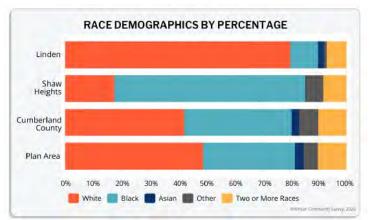
There are approximately 17,094 residents in the North Central Area. This is a 9% increase in population since 2010 when the area population was approximately 15,697 residents. This rate of growth is higher than what Cumberland County saw (5%) as well as the City of Fayetteville (4%). Neighboring Harnett County saw a population increase of 16% from 2010 and 2020 due to development pressures and opportunities surrounding the Triangle. This growth trend signifies that the North Central Area is likely to see continued population increase as Harnett County and Fayetteville continue to grow.

The Town of Linden has approximately 136 residents as of 2020 which is a 5% increase from 2010 when there was 130 residents. The Shaw Heights community has approximately 842 residents which is a 27% decrease from 2010 when there were 1,149 residents in the neighborhood.



Plan Area Population Quick Facts American Community Survey Data, 2020





Race

The North Central Area is 49% White, 33% Black, 3% Asian, 10% two or more races, and 4% identify as other. Comparatively, Cumberland County is 42% White, 38% Black, 3% Asian, 10% two or more races, and 5% identify as other. The Town of Linden is 80% White, 10% Black, 2% Asian, 7% two or more races, and 1% identify as other. Shaw Heights is 68% Black, 17% white, 8% two or more races, and 5% identify as other.

Age

The North Central Area is relatively young with the greatest share of the population in the under 20 age group (32%), followed by the 20-39 age group (26%), the 40-59 age group (24%), the 60-79 age group (15%), and lastly the 80+ age group (2%). The large presence of the under 20 age group and the 20-39 age group indicates there is likely a large population of young families in the North Central Area.





with a disability



Have a High School

Diploma or GED



Have a Bachelors Degree

Existing Conditions Housing Data

Housing Trends

The North Central Area is predominately residential in nature with the 28311 North Fayetteville ZIP code serving as a more urban area while the 28356 Linden ZIP code is mostly rural. In the plan area, there are approximately 7,227 residential units. Of those units, 91% are occupied, resulting in a 9% vacancy rate. Comparatively, Cumberland County has a vacancy rate of 9.3%, and North Carolina has a vacancy rate of 11.6%.

The North Central Area is home to a mix of homeowners (54%) and renters (46%). There is a higher renter market in the plan area and in Cumberland County than in the State (34.3%), but that is likely attributed to the proximity of Fort Liberty and the transient lifestyle the armed forces often requires.

Home Values

In the 28311 ZIP code, the median home value listing price is approximately \$240,000. In the 28356 ZIP code, the median home value listing price is approximately \$330,000. Comparatively, Cumberland County has a median home value listing price of \$219,900. Housing values have increased notably since 2020.

Affordability

Approximately 36% of the North Central Area households are considered housing cost burdened, meaning these households spend 30%

Plan Area Housing Quick Facts

American Community Survey Data, 2020, *Realtor.com Housing Data, October 2022



28311 Median Listing Home Price*



an 28356 Median e Listing Home Price*



% of Housing Stock Built Prior to 2010



% of Cost Burdened Residents



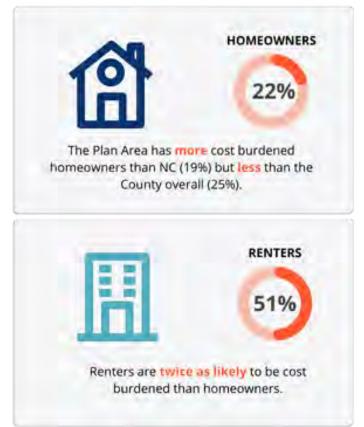
Average Household Size



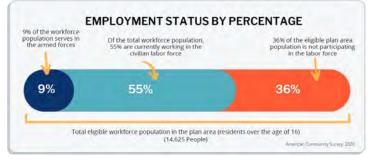
Average Household Income

or more of their income on housing. In general, renters are more likely to be cost burdened than homeowners. Of all homeowners in the area, 22% are considered cost burdened, while 51% of all area renters are considered cost burdened. Due to recent economic inflation, there may be an uptick in cost burdened households in all communities.

COST BURDENED HOUSEHOLDS IN THE PLAN AREA



Economic Development Data



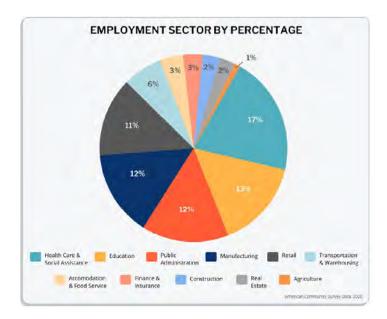
Workforce Population

Of the eligible working population in the plan area, 64% is in the active labor force. Within the active labor force, 55% of the plan area population is employed in the civilian labor force, and 9% are employed through the armed forces. The North Central Area has a smaller armed forces population than Cumberland County overall (12%), but it is still much higher than North Carolina's population of people serving in the armed forces (1%). In Linden, 60% of the population is in the civilian labor force; similarly, 59% of the population in Shaw Heights is in the civilian labor force as well.

Labor Force & Employment Sector

The most common employment industry in the plan area is healthcare and social assistance (17%). Educational services are second-highest (13%), then public administration (12%) and manufacturing (12%). The most common industry residents of Linden are employed by is retail 21%), followed by educational services (15%), then manufacturing (12%) and construction (12%). In Shaw Heights, the most common industry that residents are employed by is accommodation and food services (20%), followed by retail (17%), then health care and social services (16%). As of September 2022, the unemployment rate was 5.8% in Cumberland County, which is higher than the State of North Carolina which has an unemployment rate of 4.8%. The Town of Linden has an unemployment rate of 2%.

The largest industrial node of the North Central Area is home to the Goodyear Tire Plant, which is the 6th largest employer in the County with approximately 2,500 employees. Other large county employers are present in the North Central Area including Cape Fear Valley Health System, Cumberland County Schools, Wal-Mart, and Food Lion.



North Central Area Employment Quick Facts

American Community Survey Data, 2020, *Federal Reserve Economic Data 2022





Unemployment Rate*



Serve in the

9%







Drive a Personal Vehicle to Work

20

Work in the Civilian Labor Force

Average Commute Time to Work

Existing Conditions Agriculture Data

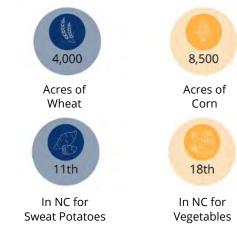
Agriculture

Agriculture is an important industry in Cumberland County. Only 1% of North Central Area residents work in the agricultural industry but approximately half of the plan area (49%) is enrolled in the Present Use Value program, indicating agricultural lands in the plan area. North Carolina ranks in the top five for several commodities, including: No. 1 in sweet potatoes; No. 2 in turkeys; No. 3 in hogs and pigs; No. 4 in cucumbers and broilers; and No. 5 in peanuts, upland cotton, bell peppers, and burley tobacco. All of these commodities are being produced in Cumberland County.

Agriculture Land Programs

Present Use Value (PUV) is a deferred tax program available to landowners that uses the value of land in its current use as agricultural, horticultural, or forest land. 49% of the North Central Area is enrolled in PUV. Land in PUV isn't in a conservation easement agreement & can be developed at any time, but it does serve as an indicator of agricultural activity present in the plan area. The Cumberland County Voluntary Agricultural District (VAD) is a program where farmers can enroll their farms to encourage the preservation of farmland. 5% of the North Central Area is enrolled in VAD.

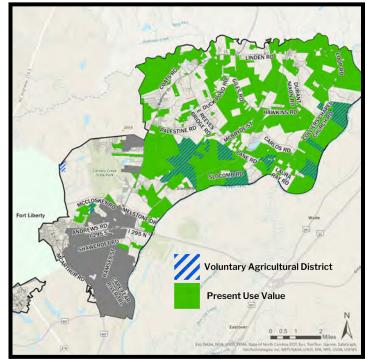
Cumberland County Agriculture Quick Facts Cumberland County Cooperative Extension, 2022



Preserving Rural Character

The North Central Area is sandwiched between two areas that are developing rapidly, pressuring wildlife habitats and active farmland. Tactics such as the use of conservation subdivisions, enrolling property in the Voluntary Agricultural Program, or entering land into a permanent conservation easement are all tools for stabilizing and preserving rural character in the area.

North Central Area VAD & PUV MAP



8,300 Acres of Cotton 4 Million

Broilers Raised in the County 21



Acres of Tobacco



In NC for Turkeys



Acres of Soybeans

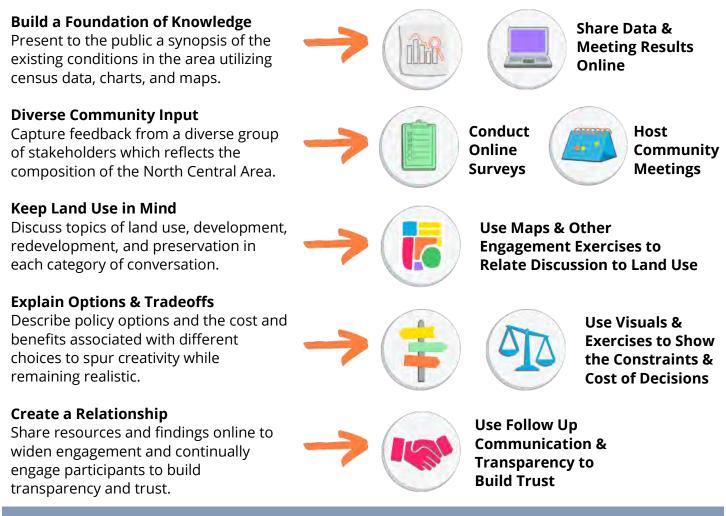


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PHASE 2 Outreach & Engagement

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Public Engagement Goals



Engagement Accountability

The success of the engagement process is based on the volume, diversity and attitude of engagement received. Below is a summary of engagement efforts utilized throughout the planning process:

- Postcards were sent to over **4,000** addresses to announce the start of the planning process & the community kickoff meeting.
- Approximately **100** community members attended the Community Kickoff Meeting at Pine Forest Recreation Center on November 1, 2022.
- **70** Values Surveys were completed by community members & property owners.

- The North Central Area website received over **6,228** visits from October 17th, 2022 with supporting pages seeing additional interaction.
- **23** community stakeholders participated in the Stakeholder Interviews in late October/ early November 2023.
- **85-95** people attended the drop-in draft plan review session held on April 30, 2024 at Pine Forest Recreation Center.

Public Meetings

Steering Committee Meetings

A steering committee was developed for the plan area of members from various capacities and interests (Planning, Economic Development, Agriculture, Public Health, etc.). This committee guided Cumberland County Planning Staff through the planning process and provided technical insight ensuring materials and deliverables accurately represented the various needs of the plan area. Steering Committee meetings were held from September 2022 through January 2024.

Community Kickoff Meeting

Held November 1, 2022, the North Central Area Land Use Plan Community Kickoff Meeting was a four-hour long open house designed to share and gather information with area community members. Approximately 100 people attended the meeting and interacted with posters on topics including population & housing, economic development, public services & quality of life, and rural character preservation.

Stakeholder Engagement Interviews

Meetings with individual stakeholders took place beginning mid-October 2023 through early November 2023. Meetings included conversations focused on topics such as infrastructure, services, economic development, and housing. Each stakeholder responded to each topic as it applied. Nearly sixty stakeholders were identified in the North Central Area and twenty-three were interviewed.

Draft Review Session

Held April 30, 2024, the North Central Area Draft Review Session was a four-hour long open house designed to exhibit the draft plan and recieve feedback on the content and the Future Land Use Map. Approximately 85-95 people attended the meeting and interacted with staff regarding plan highlights and their concerns. A questionnaire was provided to gather further input and concerns.









Online Outreach Efforts

North Central Area Website

To be more accessible to those who could not attend meetings and to provide more regular information to the public, Planning Staff developed an online interface through ArcGIS Hub that served as a central website for the planning process. Through this website, staff shared area data and kickoff meeting results. Users were also able to take a values survey, leave comments on the website for Planning Staff to review, and sign up for plan updates.

The website was comprised of 4 different pages including information about the planning process and data about the North Central Area. At the time of publication, the website received over **6,228** visits.

North Central Area Website Home Page

https://north-central-area-land-use-plan-cumberlandgis.hub.arcgis.com/

Welcome

This is not an annexation project. This project is being coordinated by Cumberland County Planning & Inspections to update the 2011 Land Use Plan for the North Central Area. This webpage serves as a central hub for information related to the North Central Area Land Use Plan process. Scroll to find key information about the plan area, the timeline for the planning process, public participation opportunities, frequently asked questions, and opportunities to participate in surveys.

Participate in the Planning Process

Citizen input is critical in order to create a plan that represents the desires of the community. Participate in the surveys below, and keep an eye out for future public engagement opportunities.



What is a Land Use Plan?

A land use plan is a document that influences future zoning decisions for an area. Zoning is a tool that regulates the type and arrangement of land uses which in turn affects many aspects of our daily lives. Therefore, a land use plan is a powerful way for stakeholders to influence the future of their community.

Engagement Results Housing & Population

Population & Housing Kickoff Station

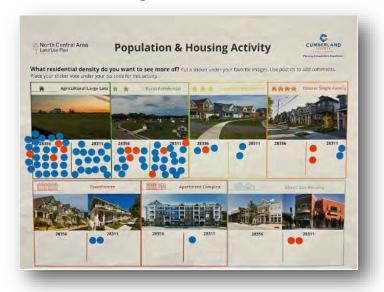
The Population & Housing Station provided area statistics on the residents, housing, and residential land use in the North Central Area. Activities at this station included a scale bar question about population growth, strength and weakness questions about housing, and a picture-based survey about residential density types.

Population Activity

Attendees also voted on how they felt about the population growth in the plan area by ZIP code. 28356 resident responses about population growth were mostly skewed towards too much population growth while some felt that the population was just right. In the 28311 ZIP code, residents had mixed opinions on the population growth with half of the responses noting too much population growth.

Housing Activity

At this station, attendees noted the amount of housing and housing value were strengths in the plan area while housing affordability was mostly perceived as a weakness. Attendees had split responses on whether housing quality was a strength or weakness. Senior supportive housing access was perceived as a weakness in the plan area. Attendees also voted on what residential density they preferred within the plan area. Both the 28311 and 28356 ZIP codes selected agricultural large lots and rural residential lots as their preferred density in the area. Suburban residential lots received a few votes for both ZIP codes. In the 28311 ZIP code, denser single family lots, townhomes, apartment complexes, and mixed use housing also received votes.



Values Survey Results

Of the 51 respondents who answered the question regarding housing topics, 31 of them (61%) picked "Supporting redevelopment of existing housing" as one of their top 3 most important topics. The other topics viewed as most important were "Increasing senior and supportive housing options" (25 respondents or 49%) and "Increasing home values" (23 respondents or 45%). Only 7 of the 51 respondents (14%) chose "Encouraging the

development of new housing" as one of their top priorities. This also aligns with numerous comments received on the Values Survey that indicated that people were attracted to the area because of its quiet and rural nature. This section had the lowest response rate of any question asked in the Values Survey, 73% of survey respondents answered this question.

*See appendix for individual questions and responses.

Economic Development

Employment Trends & Sectors Kickoff Station

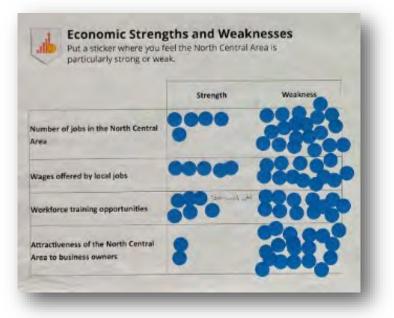
The Employment Trends & Sectors station provided statistics on the labor force in the North Central Area, how many people are working, and what capacity/industry they are employed with. Activities at this station included strength and weakness questions about area business and economics as well as an open-ended comment box asking what participants felt was the greatest economic opportunity in the area.

Economic Opportunity Activity

When asked what the greatest economic opportunity for the North Central Area was, respondents noted things including agriculture & farming, manufacturing, small businesses, and bringing tourists to the area for things like parks & recreation.

Economic Strengths & Weaknesses Activity

At this station, attendees voted on whether they felt the number of jobs, wages offered by jobs, workforce training opportunities, and attractiveness for business owners in the North Central Area was considered a strength or weakness. Across categories, respondents noted that economic development indicators were perceived as a weakness.



Values Survey Results

Of the 70 survey respondents, 52 answered this question, making it the category with the second-lowest response rate. The two most popular responses by a wide margin were "Encouraging workforce education and training" (41 votes, 79% of respondents) and "Increasing job opportunities" (33 votes, 63% of respondents). In the more general, long-form sections of the Values Survey, there was a split between residents regarding

whether new commercial development should occur, and what the development should be like when it does occur. One suggestion was the addition of a quality grocery store in or very close to the Town of Linden so that residents did not feel compelled to drive to Fayetteville or Dunn for everyday needs.

*See appendix for individual questions and responses.

Engagement Results Public Services & Quality of Life

Public Services & Quality of Life Kickoff Station

The Public Services & Quality of Life station provided statistics on public service providers in the North Central Area, including public utility providers and first responders. For quality of life, the station covered topics including childcare, education, and healthcare access. The activity at this station was a strength and weakness voting question about public services providers as well as quality of life indicators.



Public Service Activity

For Public Services indicators, participants voted that public transportation, road quality, walkability, supportive services, and utility quality & access were weaknesses in the North Central Area. Participants had mixed opinions on police services, educational quality and access, and emergency preparedness with split votes on those being a strength or a weakness. Participants generally viewed fire services as a strength. Although folks had mixed feelings about public services in the area, one participant noted that just because something may be perceived as a weakness doesn't mean the community wanted to see improvements.

Quality of Life Activity

Most Quality of Life indicators were perceived as a weakness. Quality food options, internet access, childcare options, outdoor recreation options, community-based events, and entertainment options for adults received more votes for weakness as opposed to strength. Participants had mixed opinions on entertainment options for kids with about half of the responses indicating it to be a strength and the other half indicating it to be a weakness.

Values Survey Results

Overall, survey respondents were very enthusiastic about the Public Services and Quality of Life topics. Of the 70 surveys taken, these topics received 65 and 61 responses respectively. Under the Public Services category, 47 of the 65 respondents (72%) indicated that "Education quality" was one of their most important priorities, and 44 respondents (67%) indicated that "Safety services" such as fire, EMS, and police were an important priority. "Traffic management" received 37 votes, echoing comments received in other sections of the Values Survey. Two of the Quality of Life topics also stuck out to respondents: "Internet options" (40 responses, or 65%) and "Quality food options" (38 responses, or 62%). "Access to public parks" and "Accessible medical services" were also valued highly by a majority of respondents, with 31 (51%) and 32 (52%) votes, respectively.

*See appendix for individual questions and responses.

Engagement Results SWOT Results

SWOT stands for strengths, weaknesses, opportunities, and threats. In planning, a SWOT analysis is commonly used to make residents and stakeholders think critically about the conditions of their community and realistic goals for its future. For this activity, we asked participants at the kickoff meeting to put sticky notes with their thoughts in each category and indicate support for other participants' ideas with tally marks to avoid redundancy.

S	W
 Outdoor activities (state parks and trails) Open space, security, forest Sense of community Watershed, Police/Fire Wildlife, wooded area until everyone else moves to our area Quiet area Space and farmland Less developed areas, more rural Rural character Open space, woodland Calm peaceful living compared to fast paced city life 	 Infrastructure money for internet from McBride to Colliers/Lake Teresa area Stormwater runoff, beaver dams Senior living facilities Lack of services, parks, and garbage/recycle sites Lack of lot size guidelines (long skinny rectangles) Public transit opportunities Traffic, internet Internet Crime (shootings), roads don't keep up with community growth Post office No internet, need a larger post office
0	Т
 Need more water and sewer lines Need sewer lines in older subdivisions Rail access on Ramsey Street Wildlife preservation Location - close to Fort Bragg, easy access to 295 Annexation!!! We need change! Running/walking trails More growth, quality growth, Farms that grow food for the community School capacity Widen the roadways 	 Haphazard overdevelopment Multifamily apartments/townhomes Loss of tree coverage and nature Developers and county staff asleep at the wheel Lack of balance between tax base and services being delivered Maintain woodlands and wetlands, Prioritize preserving the natural habitat and quality of life over growth Struggle between the county and the city – neither wants to spend money to improve Simmons AAF Flight Patterns, done with cracks in sheetrock We will never tolerate being annexed by the City of Fayetteville Building more homes/Loss of woods Wetlands Do-gooders trying to "improve" Linden Fayetteville No more population growth! Hunters/dogs running on other's land Stormwater runoff, uncontrolled developers

Engagement Results Stakeholder Interviews

Area Stakeholder Interviews

Stakeholder interviews can often provide valuable feedback regarding the North Central Area. Through the input received, additional information about what the North Central Area may need or what the stakeholder can potentially contribute to the growth of the North Central Area. Stakeholders are often residents, organizations, businesses, and agencies who demonstrate an interest in or may highly affect the area through economic development, infrastructure, housing, and/or services *See appendix for stakeholder engagement summary.

"Development is coming to the 401N area, how it is managed and promoted is key for the area's interests." "Buffering of development from different uses is needed."

"Expansion of Linden community important."

"Development should occur in the areas with urban services already prevalent."



Engagement Results Draft Review Session

Draft Review Session

The initial public release of the draft plan occurred on April __ via the plan website, accompanied by promotion from the County Public Information Office. Postcards were mailed to property owners regarding the posting of the plan draft on the county website and the date of the draft review session. Community members were encouraged to attend and provide feedback

On April 30, 2024, the Draft Review Session took place at the Pine Forest Recreation Center from 4pm to 8pm, attracting 85-95 attendees, including residents, stakeholders, and steering committee members. The session adopted a drop-in format where various stations were set up to spotlight key components of the plan,



Plan Recommendations



How Were Recommendations Determined.

ecommendations were formulated based on input from publicengagement as well as internal reviews of existing governing documents such as the Zoning and Subdivision ces for the County and Town of Lindeu. Recommendations within the plan were ranked with Yigh?, Mediam or Low people based upon how directly they retise to land us gh ofter issues are addressed, this is primarly a land use plan and is not comprehensive in matrix. This poster reflects only aportion of the recommendations given a high priority ranking by planning staff.

See pages 89-91 for the full list of recommendations in the plan

Amend ordinances to encourage road side exposure for small businesses while continuing to keep signage aesthetically pleasing.

Community Appearance

Commercial

Protect the plan area's rural character through then encouragement of farming, utilization of the Voluntary Agricultural District Program, low-density development, and community.

Development

- Increase green spaces and bullering requirements between industrial and residential areas to balance development and rural character.
- Encourage Cumberland County Schools for edistrict school assign areas in the plan area as schools are becoming overpopulated and are being affected by high student to teacher ratios.
- Weigh options of sewer system versus community septic.
- Consider collaborating with Harnett County to creat e like policies for utility management.
- Apply for funds and programs to expand needed services (water, sewer/ septic, internet, etc.) through local/state/regional partners.
 Collaborate with developers and/or utility providers to cost-share to expand needed services (water, sewer /septic, internet, etc.).

Economic Development

· Assess the plan area for n fown homes and businesses that need to b noved or revitalized.

Update ordinance to encourage road-side exposure for small businesses

- **Public Services & Infrastructure**
- Collaborate with utility providers to extend high quality, efficient, and affordable water and/or sewer services to the plan area.

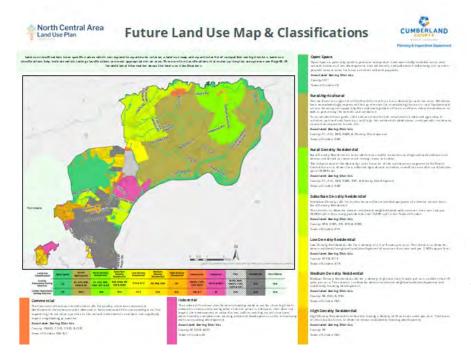
Shaw Heights

- · Provide commercial areas to serve the immediate neighborhood and the
- Allow a transition from manufactured homes to a more permanent ho type.

Town of Linden

Provide recreation facilities more centralized to the area and near the Town of Linden.

covering topics such as About Land Use Planning, the Future land Use Map & Classifications, Goals & Objectives, Recommendations, and specifics concerning the Town of Linden and Shaw Heights.



Representatives from the Cumberland County Planning & Inspections Staff, including those from Comprehensive Planning, Current Planning, and the Fayetteville Area Metropolitan Planning Organization (FAMPO), were present to provide information and assistance. Attendees were provided with feedback questionnaires to express their concerns and comments on the draft and Future Land Use Map. Valuable input was gathered from these questionnaires, resulting in modifications to the North Central Area Draft Plan and the proposed Future Land Use Map.

*See appendix for draft review session summary.

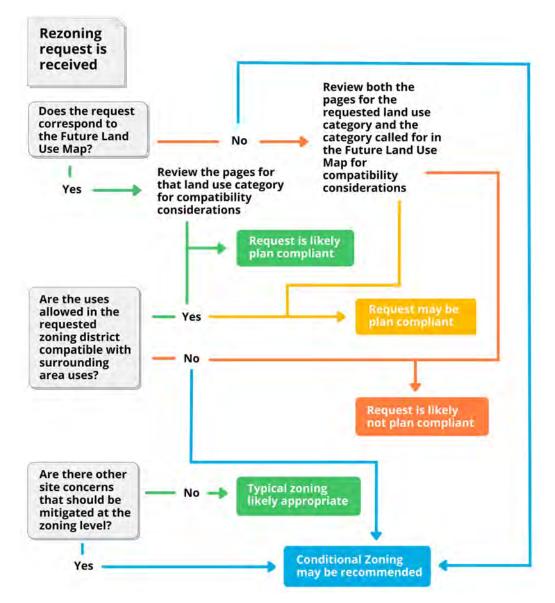
PHASE 3 Future Land Use Map, Classifcations, Goals & Objectives

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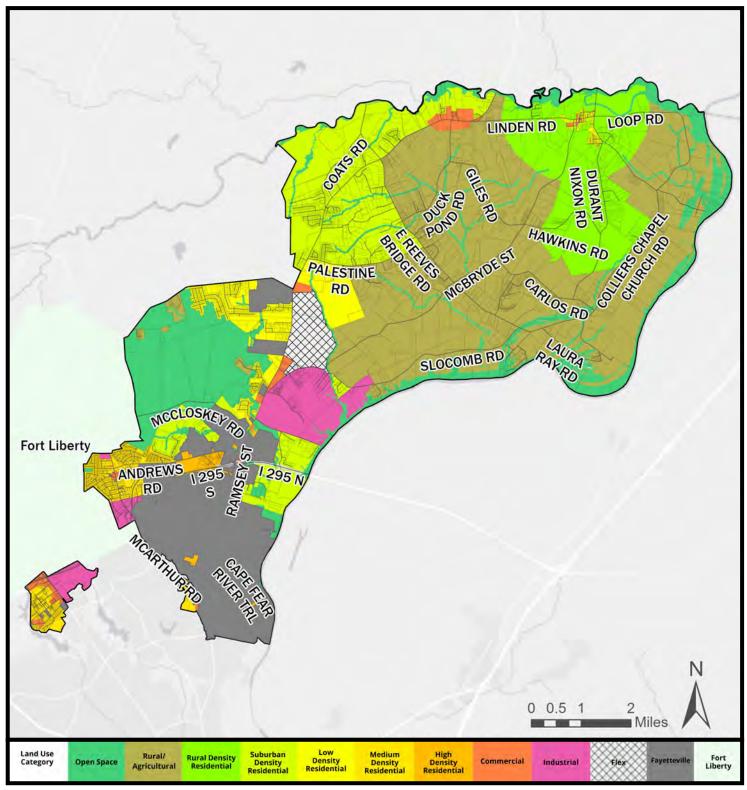
Future Land Use Map

The ultimate goal of a quality land use map is to reflect a combination of land uses that enhance the community, preserve the existing natural environment, and plan for equitable and sustainable growth. This is done by indicating where the various land uses or proposed developments should occur and how they will blend with existing conditions. The future land use map outlines the desired future land use for the North Central Area. This map takes into consideration the Steering Committee recommendations as well as the desires of the community and area stakeholders to have growth occur in certain areas where existing or nearby infrastructure can support development while maintaining the rural character of other portions of the plan area. As future development takes place, additions or modifications to infrastructure (especially public water and sewer) are made, or natural events occur, this map should be re-evaluated and amended when necessary.



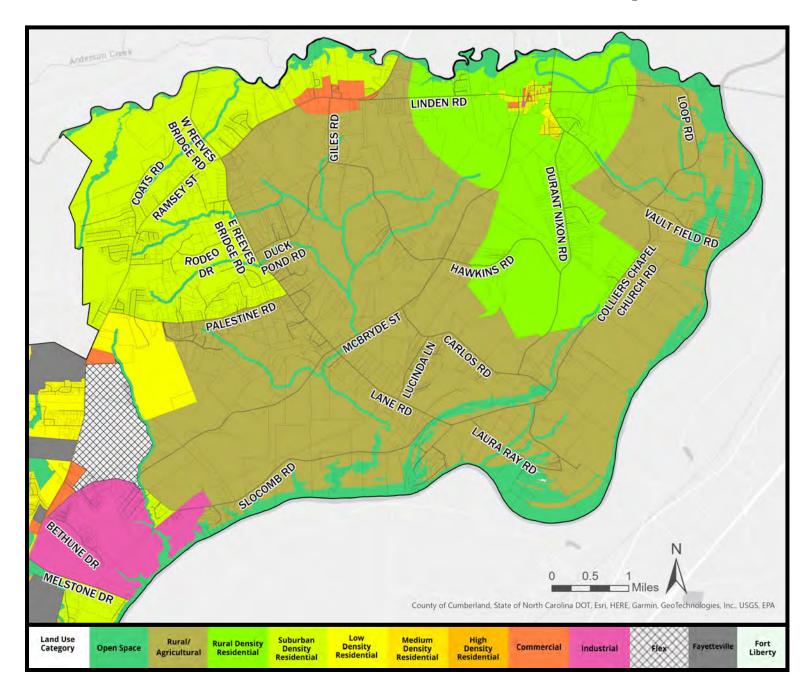
Future Land Use Map

North Central Area Land Use Plan Map



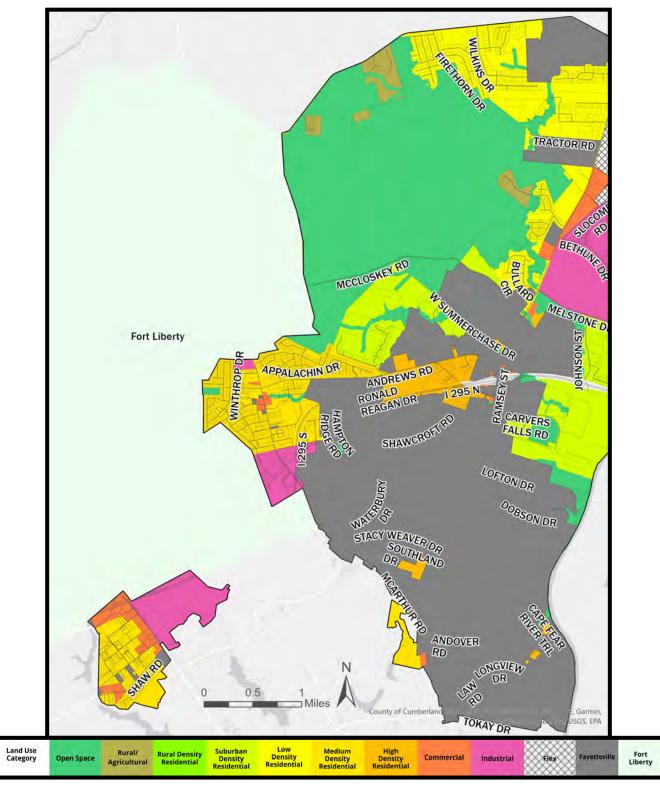
Future Land Use Map Detail – Northern Plan Area

North Central Area Land Use Plan Map



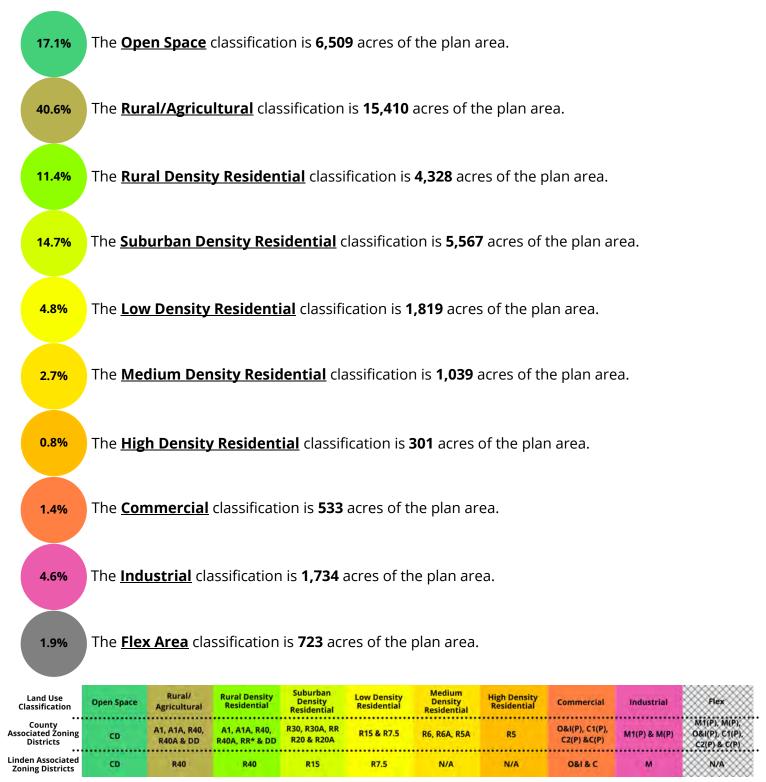
Future Land Use Map Detail – Southern Plan Area

North Central Area Land Use Plan Map



Future Land Use Areas

The North Central Area is **37,963** acres in size. Below are the percentages and acreages of each classification that make up the plan area according to the Geographic Information System (GIS).



Land Use Classifications Open Space

Open Space

Open Space is primarily used to preserve and protect environmentally sensitive areas and natural resources from development, encroachment, and pollution. Additionally, it is used to provide natural areas for leisure and recreational purposes.

Associated Zoning Districts

County: CD*

Town of Linden: CD

Development Guidelines

- Any landscaping and managed open space shall emphasize the natural landscape of the area.
- Trails and paths should traverse the property to adjoining compatible properties.
- Natural waterways and drainage areas shall have an established maintenance plan.
- Protected areas should be buffered from surrounding right-of-ways and nonrecreational development.





Location

- Permanently conserved lands.
- Bodies of water.
- Waterways between parcel lines.
- Environmentally sensitive areas.
- Along proposed greenways and blueways.
- In critically important areas identified by the 2018 JLUS.
- If developed as part of a permitted use, it should have direct access to a public or private street.
- Lands between the two Carver's Creek State Park locations.
- Located within the 100-Year Flood Area, wetlands, and/or historically flood prone areas.

*See Note 5 Page 49

Land Use Classifications Rural/Agricultural

Rural/Agricultural

The northeastern segment of the North Central Area has a distinctly rural character. Residents have overwhelmingly expressed their preference for maintaining the area's rural fundamental nature, focusing on supporting the continued growth of farms and farm-related businesses as well as preserving the overall rural ambiance.

To accomplish these goals, this land use classification emphasizes traditional agricultural activities, pastureland, forestry, rural large-lot residential subdivisions, and sporadic residences situated on expansive land tracts.

Associated Zoning Districts

County: A1, A1A, R40, R40A, & Density Development

Town of Linden: N/A

Development Guidelines

- Large open spaces and/or wide natural buffers between uses and along roadways.
- Curving or twisting roads.
- Infrequent entrances or driveways.
- Open stormwater drainage allowed.
- Rural serving businesses should be located at public road intersections.
- Use open spaces and vegetative buffers to limit the visibility of development from the roadway.
- Primarily 2+ acre lots with 40,000 sqft residential development if harmonious with rural character and surrounding area.





Suggested Policy/Ordinance Updates

County Zoning/Subdivision Ordinance

- Sign Ordinance update to allow for agricultural businesses (A1 Zoning) to have a ground sign where no current roadside sign is permissible.
- Update the zoning ordinance to simplify and encourage the use of A1A zoning and Density Development in rural areas.

- Likely to be outside the sewer/water service area.
- Likely within the 1,500-foot buffer of a Voluntary Agricultural District.
- Areas with designated prime farmland and/or state/locally important farmland.
- Bona-Fide Farms.
- Sporadic large residential lots.
- Timber and agritourism operations.
- Low impact rural businesses servicing area residents and farming needs.
- Northeastern plan area.

Land Use Classifications Rural Density Residential

Rural Density Residential

Rural Density Residential is to be utilized as a buffer between rural/agricultural land use and denser residential or commercial zoning closer to Linden.

This helps maintain the distinctly rural character of the northeastern segment of the North Central Area as it allows for traditional agricultural activities, as well as to smaller rural lot sizes up to 20,000 sqft.

Associated Zoning Districts

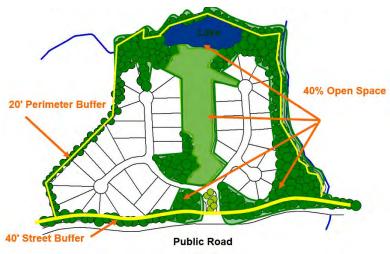
County: A1, A1A, R40, R40A, RR*, & Density Development

Town of Linden: R40

Development Guidelines

- Large open spaces and/or wide natural buffers between uses and along roadways.
- Curving or twisting roads.
- Infrequent entrances or driveways.
- Open stormwater drainage.
- Small rural neighborhoods.
- Limited visibility of development from the roadway.





Density Development Subdivision

Suggested Policy/Ordinance Updates

County Zoning/Subdivision Ordinance

• Update the zoning ordinance to simplify and encourage the use of Density Development in rural areas.

- Likely to be outside the sewer service area.
- Bona-Fide Farms.
- Rural lot size neighborhoods.
- Individual large residential lots.
- Low impact rural businesses servicing area residents and farming needs.
- Central and northeastern plan area.
- Town of Linden Municipal Influence Area (MIA) and along Durant Nixon Road.

Land Use Classifications Suburban Density Residential

Suburban Density Residential

Suburban Density calls for land to be used for residential purposes of a denser nature than Rural Density Residential.

The intent is to allow for denser residential neighborhoods with no more than one unit per 20,000 sqft in the county jurisdiction and 15,000 sqft in the Town of Linden.

Associated Zoning Districts

County: R30, R30A, RR, R20, & R20A

Town of Linden: R15

Development Guidelines

- Roadside trees and native vegetation.
- Sidewalks within neighborhoods.
- Green spaces, playgrounds, parks, and community centers.
- Walkways and bike paths.
- Community gardens.
- 20,000-30,000+sqft. residential lot neighborhoods.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.





Suggested Policy/Ordinance Updates

County and Town of Linden Zoning Ordinance

• Consider raising the minimum lot width in the Town of Linden and/or Cumberland County Zoning Ordinances.

Location

- Septic system allowed based on soil type, lot size, and distance from public sewer.
- Must have direct access to a public street.
- Public water should be required.
- Along northern portions of Ramsey Street where this type of development already exists.
- Centrally located in the plan area.
- Where there are more neighborhood-type developments than sparse single-family homes on large lots.

Note: Certain areas of Suburban Density Residential are located in the plan area of Carvers Creek State Park. See pages 59-62 for additional recommendations.

Land Use Classifications Low Density Residential

Low Density Residential

Low Density Residential calls for a density of 2.2 to 5 units per acre. The intent is to allow for dense residential neighborhood development of no more than one unit per 7,500 square feet.

Associated Zoning Districts

County: R15 & R7.5

Town of Linden: R7.5

Development Guidelines

- Roadside trees.
- Community and neighborhood sidewalks.
- Walkways and bike paths.
- Playgrounds, parks, and community centers.
- Planned through road access to future or joint neighborhoods.
- Underground utility infrastructure.





Suggested Policy/Ordinance Updates

County Zoning Ordinance

 Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/ Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residentialsupporting commercial activities within residential zones subject to conditional zoning regulations.

- Areas with access to public/community water and public sewer.
- Direct access to a public street.
- Within three miles of a recreation area or facility.
- Not located in the Special Flood Hazard Area (100-Year Flood Area).
- Mixed-use development.

Land Use Classifications Medium Density Residential

Medium Density Residential

Medium Density Residential calls for a density of greater than 6 units per acre and less than 15 units per acre. The intent is to allow for dense residential neighborhood development and multifamily housing development.

Associated Zoning Districts

County: R6, R6A, & R5A

Town of Linden: N/A

Development Guidelines

- Vertical and horizontal mixed-use.
- Multi-family housing development.
- Sidewalks and bike paths.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.





Suggested Policy/Ordinance Updates

County Zoning Ordinance

• Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/ Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residentialsupporting commercial activities within residential zones subject to conditional zoning regulations.

- Public/community water and public sewer required.
- Must have direct access to a collector street.
- Desirable to be within two miles of a recreation area or facility.
- Desirable to be a transition between non-residential, higher density, and lower density residential areas.
- Desirable to be located in vertical mixed use development.
- Development in areas with hydric soils is discouraged.

Land Use Classifications High Density Residential

High Density Residential

High Density Residential is defined as having a density of 15 or more units per acre. The intent of this classification is to allow for dense multifamily housing development.

Associated Zoning Districts

County: R5

Town of Linden: N/A

Development Guidelines

- Vertical and horizontal mixed-use.
- Sidewalks and bike paths.
- Playgrounds, parks, and community centers.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.

Suggested Policy/Ordinance Updates

County Zoning Ordinance

 Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/ Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residentialsupporting commercial activities within residential zones, subject to conditional zoning regulations.





- Public/community water and public sewer required.
- Desirable to be within one-half mile of a neighborhood, community, or regional shopping center.
- Desirable to be adjacent to existing or zoned medium or high-density development, office and institutional, or light commercial use.
- Desirable to be within one-quarter mile of an existing major or minor thoroughfare.
- Must have direct access to a collector street.
- Desirable to be within two miles of a public recreation area.
- Desirable to be located in vertical mixed-use development.
- Desirable to be a transition between non-residential and lower density residential areas.
- Development in areas with hydric soils is discouraged.

Land Use Classifications Commercial

Commercial

The Commercial land use classification calls for quality, attractive commercial development that meets market demand, is harmonious with its surrounding area, has supporting infrastructure, preserves the natural environment, and does not negatively impact neighboring properties.

Associated Zoning Districts

County: O&I(P), C1(P), C2(P), & C(P)

Town of Linden: O&I & C

Development Guidelines

- The building's primary façade should be facing the main road and should have a prominent entrance feature.
- Site utilities, storage areas, trash, and loading/ service areas should be situated behind the building and screened from view from public right of ways and adjoining properties of different land use classifications to preserve visual quality.
- Green spaces and landscaping should be featured around public roadways, entrances, and walkways.
- Parking lots should include landscape islands.
- Buildings and parking should be clustered on a site to preserve open space.
- Landscape buffers abutting residential areas should create a visual separation sufficient enough to block the view of the development.
- Driveways and access lanes shall be shared and consolidated with neighboring developments with a similar land use classification.



Suggested Policy/Ordinance Updates

County Zoning Ordinance

 Update screening and buffering requirements to ensure residential areas are adequately screened from commercial and industrial uses.

- Public water and sewer are required unless a rural serving business type.
- The intersection of a collector (or higher) street and any other public right-of-way may be a desirable location for public-serving commercial businesses if compatible with the surrounding area.
- Should have direct access to a collector street.
- Should be located on a sufficient site that provides adequate area for buffering, screening, and landscaping.
- Rural serving light commercial operations may be located in rural areas at an intersection of two collector streets.
- Light commercial should provide convenient goods and services to the immediate surrounding neighborhood.
- Heavy commercial should not be in a predominately residential, office & institutional, or light commercial area.

Land Use Classifications Industrial

Industrial

The Industrial land use classification should provide areas for clean high-tech industries and manufacturing where infrastructure is adequate, that does not impact the environment or natural areas, utilizes existing vacant structures when feasible, complements existing industrial development, and is in harmony with surrounding development.

Associated Zoning Districts

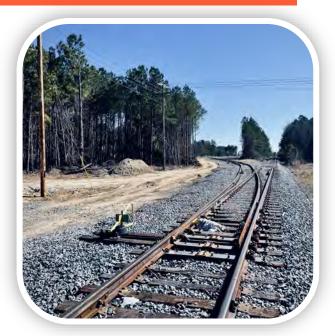
County: M1(P) & M(P)

Town of Linden: M

Development Guidelines

- The building's primary façade should be facing the main road and should have a prominent entrance feature.
- Parking and loading should be situated behind the building and screened from view from the public right of way and adjoining properties of a different land use classification to preserve visual quality.
- Green spaces and landscaping should be featured around public roadways, entrances, and walkways.
- Driveways and access lanes should be shared and consolidated with neighboring developments with similar land use classification.
- Landscape buffers abutting residential areas should create a visual separation sufficient enough to block the view of the development.





Suggested Policy/Ordinance Updates

County Zoning Ordinance

 Update screening and buffering requirements to ensure residential areas are adequately screened from commercial and industrial uses.

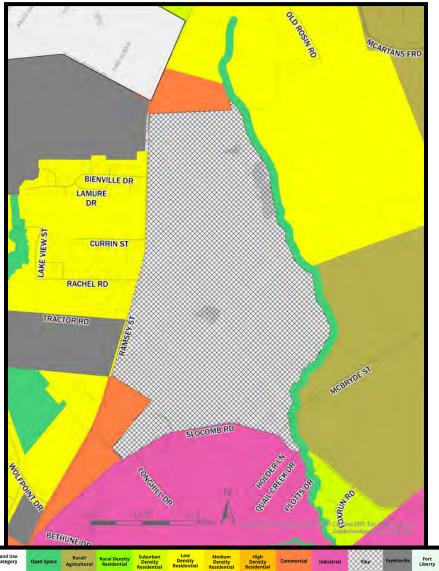
- Public water and sewer required for heavy industrial operations, desirable for light industrial.
- Heavy industrial should have minimum direct access to an arterial street, light industrial should have direct access to a public street.
- Should be located outside the Special Flood Hazard Area (100-Year Flood Area).
- Should be located on a tract that provides adequate area for buffering, screening, and landscaping unless located in an existing or proposed heavy industrial/manufacturing area.
- Heavy industrial should not be in predominately residential, office & institutional, or light commercial areas.

Land Use Classifications Flex Area

Ramsey Street Flex Area

Flex Areas are called for in areas that are considered compatible with a wider variety of zoning districts than the other established land use classifications. As development occurs and the Flex Area fills in, the appropriateness of what's allowed in the rest of the area may change. When new development occurs in the Flex Area, it must be considered that the new development may set precedent for the rest of the Flex Area.

The North Central Area has one Flex Area encompassing multiple properties along the east side of Ramsey Street, north of Slocomb Road and is roughly 700 acres in size and is mostly undeveloped. This Flex Area is predominately zoned Planned Neighborhood District (PND a dormant residential zoning district which allows for a density of up to 7,500 sqft lot sizes).



Development Priorities

- 1. Economic development opportunities
- 2. Mixed-use development
- 3. Residential

Associated Zoning Districts:

M1(P), M(P), O&I(P), C1(P), C2(P), & C(P)

Flex Area Details

- PWC Sewer is less than a mile to the west of the flex area.
- Kelly Hills Sewer is along the southern border of the flex area.
- PWC Water runs along the southern border of the flex area and along Ramsey Street.
- Currently located in the Duke/Progress Electrical Service Area.
- Within the watershed of the Cape Fear River.
- The southern portion of the flex area and areas along Ramsey Street are located in Fayetteville's Municipal Influence Area (MIA).

When rezoning, conditional zoning should be utilized to ensure the use is in harmony with existing and potential future uses.

Land Use Classifications

Additional Notes & Clarifications

- The residential density guidelines provided in the classifications section are the maximum density that should be allowed. Less dense zoning districts may be appropriate if compatible with the surrounding area. This does not apply to non-residential zoning such as agricultural due to the potential of incompatible land uses allowed.
- 2. When properties with differing land use classifications abut, it may be appropriate to use the neighboring classification if it meets most of the requirements of the classification, buffering requirements can be met, and doesn't change the character of the surrounding area.
- 3. When the plan does not address a specific issue or have a policy regarding land use and development of a property, it is appropriate to refer to the current land use policies plan for guidance and determination of consistency with the plan.



- 4. The Rural Residential (RR) zoning district may be considered plan compliant in the Rural Density Residential land use classification in the following circumstances:
 - a. When bringing non-conforming existing uses and lots into conformity with County zoning and subdivision ordinances.
 - b. Rezoning requests less than 6 acres of land not historically utilized for agricultural purposes.
 - c. Rezoning requests 6 acres or larger if conditional zoning is utilized to ensure the preservation of the rural character of the area.
- 5. Property located within Open Space whether wholly or partially may use the most adjacent land use classification when considering a rezoning request. The Open Space classification is intended to reflect existing protected lands and areas within proximity to the 100-Year Flood Hazard Area as well as wetlands. It should be used for reference only when making future land use decisions to ensure that adequate buffering is in place to protect existing natural resources, especially to protect riparian areas, wetlands, and potential future parks, trails, and other public land. Any type of land use that does not negatively impact properties located within the Open Space classification and is compatible with the surrounding area is considered consistent with this plan and map amendments are not required.
- 6. When making land use decisions for Shaw Heights, any actions deemed consistent with the NRSA adopted in 2020 are considered consistent with this plan regardless of future land use classification on the plan map.

Goals & Objectives

Vision Statement

"Future development in the North Central Area should be harmonious with existing agricultural operations, preserve rural character, take advantage of connectivity to further economic opportunity in the Shaw Heights and North Fayetteville areas, and preserve the sense of community established in the Linden area."

Land Use Goals & Objectives Open Space

Open Space Goal

Provide a comprehensive open space network that protects, conserves, sustains, and enhances natural resources and environmentally sensitive areas. Assist in protecting endangered species, wildlife habitats, agricultural areas, air/water quality, and the character of the area while introducing new amenities such as greenways, parks, and similar facilities that enhance the quality of life for North Central Area residents.

Objectives

- Promote the preservation of existing trees, the planting of native trees, and discourage clear cutting.
- Improve signage/wayfinding for parks and open space.
- Improve access for handicapped and elderly citizens to open space and park facilities.
- Encourage techniques of development which preserve the natural contours and natural amenities of a site.
- Provide measures that address the protection of known endangered species and wildlife habitats.
- Encourage private recreation initiatives to supplement public facilities.
- Pursue opportunities to coordinate and cooperate with the Fayetteville/Cumberland Parks & Recreation Department and the Board of Education for the acquisition, development, and use of public property.





Objectives (continued)

- Support collaborations between organizations to make connections between trails, parks, and other useable open space within the area;
 Support private recreation initiatives that supplement public facilities.
- Encourage useable open space in residential developments.
- Develop parks and recreation facilities in the area that would allow for indoor activities for residents of all ages and/or ballfields for family sports.
- Support efforts to remove overgrown vegetation, decayed trees, and beaver habitats from canals, streams & drainage areas.
- Conservation easements shall be promoted as a means of providing appropriate open space areas and corridors for public use while also providing tax benefits to the donor.

- Protect and preserve environmentally sensitive areas and natural resources.
- Protect wetlands, watercourses, and watersheds from pollution.
- Provide open space and recreation facilities near the population.
- Protect and preserve wildlife habitat areas.

Land Use Goals & Objectives Rural and Agricultural

Rural and Agricultural Goal

Protect and preserve the rural character of the area to include green spaces, agricultural land, low population density, scenic views, natural features, tranquility, and outdoor opportunities. Such characteristics enhance the quality of life for residents and the surrounding community while maintaining a sustainable environment for agricultural operations.

Objectives

- Preserve rural character and lifestyle.
- Promote and expand the Cumberland County Voluntary Agricultural District Program.
- Protect designated prime farmland/state and locally important farmland soils.
- Promote incentives that encourage farming and farmland protection.
- Encourage the use of existing and/or native vegetation as well as open spaces as buffers between uses, road frontage, and along all waterways.





Objectives (continued)

- Promote public education initiatives on the need to maintain and preserve farmland for continued and future use.
- Promote measures that protect farmland and rural spaces from urban development and encroachment.
- Support incentives for retired farmers and absentee landowners to rent their land to active farmers or reforest their land for tree farming.
- Support the use and creation of conservation easements as a method to ensure the long-term viability of farming and farmland protection.
- Support programs that attract new farmers and rural/agricultural related businesses.
- Encourage the use of density development subdivisions to reduce the effect of residential development in predominately rural areas.

- Promote the preservation of farmland areas.
- Preserve the rural character of the county.
- Protect farming and farming operations from urban encroachment.

Land Use Goals & Objectives Residential

Residential Goal

In the southwest part of the plan area, provide a full range of housing types and sites with adequate infrastructure in new and revitalized neighborhoods to accommodate the present and future needs of residents. In the northeast part of the plan area, maintain the rural features that define the area, and promote responsible growth for current and future generations to enjoy the distinct rural characteristics of the community.

Objectives

- Promote the creation of diverse housing options encompassing various structures, types, and locations to meet the current and future needs, preferences, and capacities of a varied community.
- New driveway connections on existing state-maintained roads should be limited and designed in a way to utilize shared access roads.
- Promote the removal or improvement of dilapidated or substandard housing.
- Enhance and uphold minimum housing standards that specifically address issues such as clutter, abandoned vehicles, litter, and similar concerns.
- Require a minimum vegetative buffer between any high-density, multi-story residential development and adjacent onestory, single-family homes.



Objectives (continued)

- Preserve the stability, character, and density of established neighborhoods.
- Preserve established residential areas by preventing the encroachment of non-residential uses or require substantial vegetative or other types of buffering if unavoidable.
- In residential areas where new streets are constructed, pedestrian amenities should be required to provide access to community facilities and services.
- New residential development should allow for future road connections to adjacent developable lots and provide more than one option of ingress and egress while designed to mitigate traffic congestion and promote safety.
- Provide safe and sanitary housing for low- and moderate-income families and individuals.



- Promote the removal/improvement of dilapidated/substandard housing.
- Promote measures to stabilize and maintain existing residential neighborhoods.
- Promote efforts that encourage the development of new housing stock that is environmentally and people-friendly.
- Improve the quality of life in residential areas.
- Promote the highest density in areas with all the urban services.
- Promote infill development.
- Provide an assortment of housing types and neighborhoods to meet the needs of all residents in the County.

Land Use Goals & Objectives Commercial

Commercial Goal

Establish an environment that sustains current and future commercial activities while complementing nearby existing residential areas. Encourage and foster economic development that aligns with the area's character, respects environmentally sensitive areas, boasts attractive and well-designed features, and is situated in locations with ample infrastructure to support proposed commercial activities. Ensure a variety of commercial locations that accommodate market demands and address the specific needs of area residents to encourage strategic economic development.

Objectives

- Rural or neighborhood-based commercial activities should not include uses that generate large volumes of traffic, produce noise, odor, intense activity, or negative visual appearance.
- Provide a substantial natural buffer between different uses and along roadways.
- Commercial development should be clustered in centers or districts that are appropriate for the location and scale with respect to adjacent land uses and available infrastructure.
- Restrict the intrusion of new commercial activities into established residential areas.
- Traffic/parking generated by commercial activities should be oriented away from residential areas.
- Encourage mixed-use development where the various uses complement each other, ensuring that site design, landscaping, parking, service areas, access, and flow are thoughtfully interconnected to create a functional and aesthetically pleasing environment.

Objectives (continued)

- New and revitalized commercial development located in rural regions should utilize community appearance strategies to maintain the rural character of the area.
- Promote policies that address enhancing the appearance of existing and new commercial development.



- Promote the re-development of deteriorating Commercial and Office & Institutional areas.
- Promote efforts that encourage new Commercial and Office & Institutional development.
- Promote pedestrian-friendly Commercial and Office & Institutional development.
- Promote the highest concentration of Commercial and Office & Institutional development at major interchanges and intersections.
- Locate commercial development so that it has the least impact on residential and other non-compatible uses.
- Reduce regulatory measures that hinder Commercial and Office & Institutional development.
- Use office & institutional uses as a transition from commercial to residential development.

Land Use Goals & Objectives

Industrial

Industrial Goal

Promote a diverse range of clean and high-tech industrial/manufacturing enterprises near sites with existing or readily accessible infrastructure. Ensure compatibility with surrounding land uses so that development will have a positive impact on the community, economic future, and environmental conditions in the area.

Objectives

- Locate industries and manufacturing enterprises in areas that have adequate infrastructure (rail, water, sewer, natural gas, roads, mass transit, etc.) and land area for buffering, vehicular and pedestrian circulation, landscaping, and is compatible with the character of the area.
- Provide incentives that will attract clean, high -tech industries to the area.
- Promote economic cooperation and coordination between all levels of public and private agencies in recruiting and retaining industrial and manufacturing enterprises.
- Encourage and provide incentives for industrial/manufacturing enterprises to use existing vacant land (which is zoned for industrial land use) or reuse current vacant structures that are suitable and have the necessary infrastructure.
- Utilize planning techniques that attempt to reduce the negative effects of industrial uses on surrounding properties.



Objectives (continued)

- Support efforts to retain and expand existing industry.
- Sites that are unique in size and location which provide special opportunities for industrial development within the study area should be prioritized when making zoning decisions.
- Industrial sites should be substantially buffered between different land uses, environmentally sensitive areas, and public roadways where the rural character of an area may be disrupted by development.



- Promote the re-development of deteriorating industrial areas.
- Promote efforts that encourage new industrial development.
- Discourage residential development in prime industrial areas.
- Provide sufficient zoned industrial areas to accommodate the needs of present and future County residents.
- Promote the highest concentration of industrial development in areas that have existing, programmed, or planned infrastructure.
- Locate industrial development so that it has the least impact on residential and other non-compatible uses.

Community Goals & Objectives Transportation

Transportation Goal

Provide and maintain a full range of transportation choices to include all modes of travel, decrease travel times and improves mobility, safety, and accessibility for all residents that connect the North Central Area to Fort Liberty, Fayetteville, and surrounding areas. Accommodate the movement of goods and services without congestion while respecting air and water quality as well as environmentally, historically, and socially vulnerable areas.

Objectives

- Promote pedestrian and bicycle infrastructure for access to community facilities (schools, parks, community building, and centers) where the density and character of the development are compatible.
- Provide an interconnected network of recreational multi-use trails in environmentally sensitive areas throughout the area.
- Plan and program railroad spurs to major future or existing industrial/manufacturing sites.
- Preserve and protect the existing railroad corridor to connect Linden and the surrounding area to the Fayetteville metro area via light rail as a future transportation alternative.
- Support transportation decisions that will improve air quality in the region.





Objectives (continued)

- Promote intersection improvements on major streets and intersections to increase capacity and safety.
- Promote ways to reduce travel delay and increase safety for all modes of travel by promoting smart land use decisions and using access management tools.
- Promote shared driveways in commercial areas that access major thoroughfares.
- Minimize the number of access points on all arterial and higher streets.
- Require any upgrade to any existing and new major thoroughfares to be developed with a median, landscaping, controlled left turns, and a limited number of driveways.
- Reserve adequate right-of-way for existing and future road widening.
- Maintain the existing transportation network while awaiting area improvements.
- Plan and program public/rural transit routes to better serve communities that depend on services for mobility, shopping, work, and general life. Ensure transportation choices are available to senior citizens and people with disabilities.
- Develop a coordinated vanpooling/carpooling system to major employers and points of interest.
- Make intelligent transportation decisions through enhanced communication between land use planners, transportation officials, developers, and others.

Community Goals & Objectives Community Appearance

Community Appearance Goal

Provide an attractive living environment that maintains the character of the area by protecting the existing natural features. Require new development to have aesthetically pleasing buffering, landscaping, and site design requirements to complement the area's atmosphere. Enhance the travel corridors and entrances throughout the plan area and Linden.



Objectives

- Utilize open spaces, urban spaces, and landscaping to soften, beautify, and enhance the image of the North Central Area.
- Require the planting of street trees along all roads.
- Promote the preservation of the existing trees, discourage clear cutting, and promote planting of native species for landscaping and buffering requirements.
- Provide programs and enforce existing ordinances which promote the demolition or revitalization of deteriorated/vacant structures and the removal of junk vehicles.
- Recommend all utilities to be placed underground.
- Strengthen and enforce litter laws. Organize and facilitate community cleanup initiatives.



Objectives (continued)

- Develop an urban forest program and a program to encourage residents and businesses to plant trees.
- Erect aesthetically pleasing entrance signs with landscaping on all roads serving as entrance corridors to Cumberland County and the Town of Linden.
- Rural communities and uses should be buffered by more strict landscaping and green/open space requirements to maintain the rural character of the area.
- Promote or establish programs that help lowincome citizens facilitate repairs to their homes.



Community Goals & Objectives Community Facilities & Services

Community Facilities & Services Goal

Provide a range of accessible community facilities and services in a cost-effective and equitable manner that enhances the quality of life of all area residents.



Objectives

- Develop and maintain a county-wide or areawide stormwater and drainage plan.
- Provide and develop a network of parks and open spaces along existing watercourses, protected areas, recreation facilities, and various sources of development.
- Provide more/expand existing park activities.
- Promote county/regional services and resources at local community centers.
- Provide an array of recreation and needed facilities for all age groups and special needs persons.
- Utilize school facilities for community activities after school hours.
- Facilitate another County run container site.
- Promote connectivity from new and existing development to schools and facilities.

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Objectives (continued)

- Develop a comprehensive utility plan for the area and adopt specific policies governing the extension of water and sewer services in the area based on the adopted land use plan as a positive method of encouraging appropriate growth.
- Increase law enforcement presence; maintain and properly utilize existing sheriff's office annexes.
- Utilize parks, unique natural areas, scenic sites, and other amenities to attract economic development and tourism.



Carvers Creek State Park History and Context



Introduction

Carvers Creek State Park is a cross-jurisdictional state park located in Cumberland and Harnett Counties. Within Cumberland County, Carvers Creek State Park spans through the Spring Lake and North Central Plan Areas. The park is in multiple sections with planned connectivity between certain areas with roughly 4,897 acres of current park area and a planned area of 8,277 acres.

History And Context

Approved by the General Assembly in 2005, Carvers Creek State Park in Cumberland County is undergoing initial development stages to cater to public use. A comprehensive master plan was devised for what constitutes North Carolina's 36th state park, covering an expansive area of over 4,347 acres.

The primary acquisition for the state park commenced with the procurement of 1,371 acres of Longleaf Pine forest near U.S. 401, located north of Fayetteville, facilitated in collaboration with The Nature Conservancy. This ecosystem is vital for several endangered and protected plant and animal species, notably including the red-cockaded woodpecker. Ongoing land acquisition endeavors in this vicinity are poised to extend this section of the park to the eastern periphery of Fort Liberty. Subsequently, in the summer of 2010, the N.C. Division of Parks and Recreation received the generous donation of Long Valley Farm, spanning 1,420 acres, from The Nature Conservancy. This historic estate once belonged to James Stillman Rockefeller.

In late 2010, the inaugural park superintendent commenced operations, coinciding with the completion of the master plan in 2012. Presently, interim development facilities are operational and accessible to the public.

Currently, the sole facilities realized as per the master plan are the multi-use trails and their corresponding parking lot at the Sandhills section. On September 9, 2013, the interim development facilities of the park were inaugurated for public use. Positioned in Spring Lake off East Manchester Road, this access area presently offers opportunities for hiking, picnicking, nature and historic structure viewing, as well as fishing.

Carvers Creek State Park Current Plans

Current Plans





CARVERS CREEK STATE PARK Concreat Management Plan

Carvers Creek State Park Master Plan (2012)

The Carvers Creek State Park Master Plan represents a comprehensive, long-term strategy for the protection of natural resources, development of recreational opportunities, and enhancement of park facilities. Based on the analysis of existing natural, cultural, and historic assets, as well as a thorough assessment of recreational needs, site conditions, and development constraints, the plan integrates input and guidance from both the public and the N.C. Division of Parks and Recreation. This collaborative approach worked to identify appropriate facilities to meet the park's evolving needs. The plan is intended to evolve over time as new land is acquired and additional information is gathered about natural and made resources in the region.

Carvers Creek State Park General Management Plan (2020)

The purpose of the Carvers Creek State Park General Management Plan is to define the unique role of the park within the broader park system and conduct an assessment of its key resources and facilities. The plan acts as a short-term action strategy aiming to identify both current and future needs of the park and prioritize proposed projects to address these needs effectively.

North Carolina State Parks Systemwide Plan (2023)

The North Carolina State Parks Systemwide Plan represents a comprehensive, long-term strategy for the protection of natural resources, development of recreational opportunities, and enhancement of all state park facilities. The plan notes accomplishments, current state, resource evaluation, trends, and goals of the entire park system.

Carvers Creek State Park

Current Plans

Goals & Objectives

Goals and objectives were established by the North Carolina Division of Parks and Recreation for Carvers Creek State Park and are listed below as pulled from the Carvers Creek State Park Master Plan.

Protect Natural Resources

- With this ecologically diverse ecosystem, significant natural resources are still being discovered and a long-term plan is needed. Continue to map habitats and species as they are located.
- Purse the creation of a long-term fire management plan and restoration plan.
- Prevent erosion, secure, and protect special places, and create an interim plan.

Enhance Revenue Opportunities

- Encourage opportunities for revenue such as classes, rentals, reunions, weddings, community garden plots, and artists in residence where local artists can rent structures to use as studios.
- Many people will come to visit historic resources: the gift shop could sell books, art handmade crafts, and other items that relate to the history of Long Valley Farm
- Books and photographs relating to the Sandhills could also be offered.

Provide Nature-Based Recreation

- Survey results confirm that additional trails are needed in the area.
- Serve many types of park users— those from Fort Liberty, daily users, seniors, travelers, equestrians and school children who all have different needs.
- Attract visitors from a wide regional area.



Protect Cultural/Historical Resources

- Nationally signification historic buildings and views should be protected.
- Tell the story of how Long Valley Farm came to be, from Ardnave to the Rockefellers, to the creation of a state park.
- Create an interpretive plan and program for visitors.
- Prepare an interim plan that maintains buildings until funding is available for renovation.

Investigate Partnerships

• Pursuing partnerships with national, state, and local stakeholders will be important.

Sustainability

 Sustainable design/green design with reference to the Leadership in Energy and Environmental Design (LEED) and Sustainable Sites Initiative design criteria will be pursued.

Acquire Land To Provide a Contiguous Park Property.

- Allow for a pedestrian connector trail to span the length of the master plan study area.
- A contiguous park property will over additional recreation opportunities and a larger area for natural resources protection.

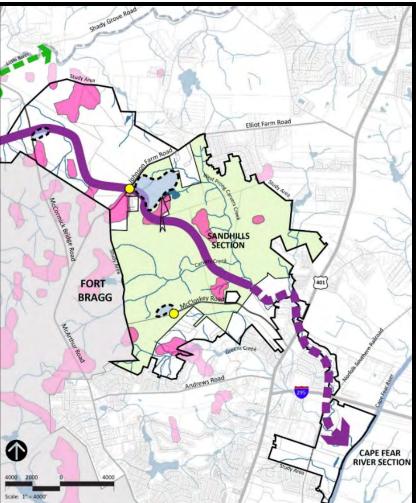
Carvers Creek State Park Plan Considerations

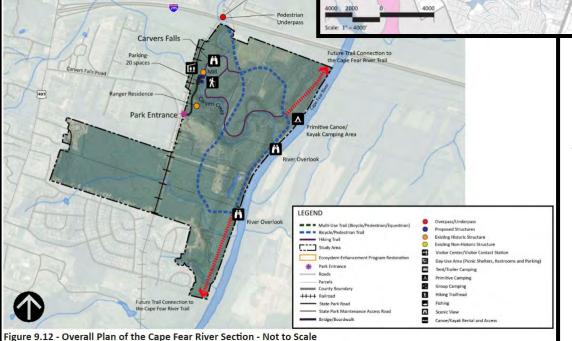
Plan Considerations

Development within the study area outlined in the Carvers Creek State Park Master Plan should prioritize thoughtful site planning and anticipate potential future expansion of the park towards the east of the Sandhills section, extending towards the Cape Fear River.

When designing potential developments within this area, it's essential to allocate space for walking trails and open areas in alignment with the potential expansion of the park.

The most recent Carvers Creek State Park Master Plan and General Management Plan should be reviewed for any development located within their study boundaries.





Envisioned park amenities may include campsites, river overlooks, canoe/ kayak launches, and trails, aligning with park design concepts outlined in the Carvers Creek State Park Master Plan.

Town of Linden

Introduction

Linden is a small town in northeastern Cumberland County located near the border of Harnett County, Cape Fear River, and Little River with access to Highway 217 and is near Interstate 95 Highway 401. The town offers its residents a combination of small town ambiance and rural living with proximity to urban businesses in the Fayetteville region. The town primarily consists of single family housing but does support a small amount of active commercial and industrial operations. The Town of Linden operates its own water district with water supply through Harnett Regional Water, but lacks access to sewer service.



Town of Linden History and Context

History and Context

The history of the Town of Linden goes back to 1744 when the original land for the Town was granted to Gilbert Patterson by King George II. On May 3, 1953, Martin Grantham of Bladen County sold the tract of land on the northwestern branch of the Cape Fear River to William Hodges, the first to come to the area known as Linden today. According to Cumberland County deeds, Hodges added thousands of acres to the original land contract.

As the town grew, the initial community, Choeffington, was founded approximately one mile east of what is now Linden. This community housed the first courthouse, constructed in 1754. Later, the courthouse was relocated to the Campbellton-Cross Creek area (later named Fayetteville) due to the challenging nature of traveling up the Cape Fear River beyond Carver Falls. This relocation led to the dissolution of the original community.





In 1800, people began to settle in the region that is now Linden. Around the same period, the railroad was constructed. The railroad enabled D. L. McBryde, the renowned "Founder of Linden," to oversee the development of the area's residential and commercial sectors. He sold lots and divided property because of his vision. The first Presbyterian house of worship opened its doors in 1816. The Hodges family owned the Hodges Meeting House, where the service was placed. The Sardis Presbyterian Church was constructed in 1835. The pastor was D. L. McBryde's father, Reverend D. D. McBryde.

Town of Linden History and Context

Area History and Context (continued)

The first post office in the settlement around Sardis Presbyterian Church was established in 1896. The name "Linden" was given to the post office. The name Linden came from a grove of nearby trees and was later acquired by the town. The Linden tree was not native to the area. Historical accounts claim that seeds for the tree were brought in from New Orleans during the 1790s by a member of the Hodges family. Although the last sighting of the tree was during the 1960s, there are no Linden trees that exist in the area to date.

The area experienced considerable growth during the early 1900s. A year later a public school was built in 1901 and the town was incorporated in



1913. The school was located less than a mile north of what is now Linden on the south banks of the Little River, most of the land south of the school belonged to the McBryde family.

The town functioned as a processing and marketing hub for the neighboring agricultural area in the 1920s and 1930s. With the good soil in the area, agriculture was a major economic activity. Main Street boasted a minimum of 10 business establishments including many cotton gins, a bustling train depot, and a hotel to cater to the freight and passenger rail traffic.



In 1920, the population was 191 according to the results of the first census. 126 people were living in the Town of Linden, as of the 2000 Census. The number of inhabitants has never risen above 224, recorded in 1940. As of 2021, the population of Linden was 136. The town government is made up of the mayor and a five-member Board of Commissioners.

Town of Linden Previous Plans

Plans Overview

Previously adopted plans involving or influencing Linden include:

- 1971 Cumberland County Land Use Plan
- Sketch Development of the Town of Linden (1983)
- Cumberland County 2010 Land Use Plan
- 2030 Growth Vision Plan (2009)
- Cumberland County Land Use Policies Plan (2009)
- North Central Land Use Plan (2011)

The 1971 Cumberland County Land Use Plan recognized three existing public/semi-public buildings as institutional uses in the city: fire stations, community buildings, and post offices, but did not recommend any further institutional uses in the Town of Linden. The plan had Town specific recommendations for industrial and commercial development, which included a shopping center and a town park.



The Linden Sketch Development Plan was created in 1983 at the Linden Town Board of Commissioners' request as an update to the 1971 Cumberland County Land Use Plan. Three forms of residential development were envisioned in the plan: one housing unit per two acres or less in a rural area, one half an acre or more in a suburban area with moderate density (two to seven and a half units per acre), and high density (up to two dwelling units per acre). It was suggested the rural density be placed outside the town's boundaries in order to protect the agricultural land and to promote more residential density within the center of town.

The intent of the Cumberland County 2010 Land Use Plan was to serve as a guide for the revitalization of existing development as well as work as a framework for future development. The plan worked to ensure that the county is addressing all of the needs and aspirations of the County residents in a coordinated and effective to obtain the 2010 vision. The plan included a number of goals and objectives for the progression of the towns in Cumberland County.

Town of Linden Previous Plans

2030 Growth Vision Plan (2009)

The purpose of the 2030 Growth Vision Plan is to serve as a long-range policy guide for how a town plans to manage growth and development while considering the natural environment and available resources.

The 2030 Growth Vision Plan focuses on the future advancement of towns in Cumberland County and identifies the Town of Linden as a "Community Growth Area." Included in the plan are actions that plan for the development of the parks and greenways for Fayetteville and Cumberland County as well as to develop Cape Fear River tributaries including Little River to protect and preserve the environment for future use and enjoyment.

Land Use Policies Plan (2009)

The Cumberland County Land Use Policies Plan serves as an addendum to the 2030 Plan. The purpose of the plan is to provide guidance for local governing bodies in determining parcel land use decisions.

CUMBERLAND COUNTY

Land Use Policies Plan

2030 Growth Vision Plan Policies and Actions

Cumberland County City of Fayetteville Town of Hope Mills Town of Eastover Town of Falcon Town of Godwin Town of Godwin Town of Linden Town of Spring Lake Town of Stedman Town of Wade



Cumberland County, Hope Mills, Spring Lake, Eastover, Stedman, Wade, Falcon, Linden, and Godwin

Town of Linden Previous Plans

North Central Land Use Plan (2011)

The North Central Land Use Plan 2011 is the most recent land use plan for the North Central Area and provided detailed land use plans throughout the County. The plan provided a detailed map for the Town of Linden noting specific areas for specific land use classification (Farmland, Suburban Density Residential, Low Density Residential, Office & Institutional, Commercial, and Open Space). The plan also recommended a municipal influence area for the Town of Linden one mile beyond its corporate limits.



Town of Linden Looking Forward

Looking Forward

The Town of Linden plays a strong role in defining the future of the North Central Area. Throughout the years, residents have vocalized their vision for the area which have defined the goals and objectives for the area. In turn, the Town of Linden has been able to invest in further development such as the Little River Community Park. Opened in 2016, the park consists of a walking trail, green space, multi-purpose/basketball court, playground, picnic spaces, and more. The establishment of the park has been an accomplishment for the Town of Linden. Its ongoing use and development shows what the town can accomplish in the future.



Town of Linden Goals & Objectives

Town of Linden Goal

Promote a variety of new development and revitalization opportunities that provide adequate services while preserving the rural character and small town charm. To expand the town to encompass new development and include existing neighborhoods who seek a voice in the community.



Objectives

- Research funding opportunities to provide and encourage amenities that will enhance the small-town character which may include attractive lighting, landscaping, street furniture, public art, and multi-use trails.
- Develop design guidelines to guide and enhance the developments within Linden.
- Promote the removal or revitalization of existing deteriorating/vacant businesses/ homes.
- Expand and utilize the Linden Little River Community Park as a hub of community activity.
- Research and leverage grant funding to rehabilitate historic structures for public use.
- Place attractive Town of Linden entrance signs on the East and West ends of Linden Road.



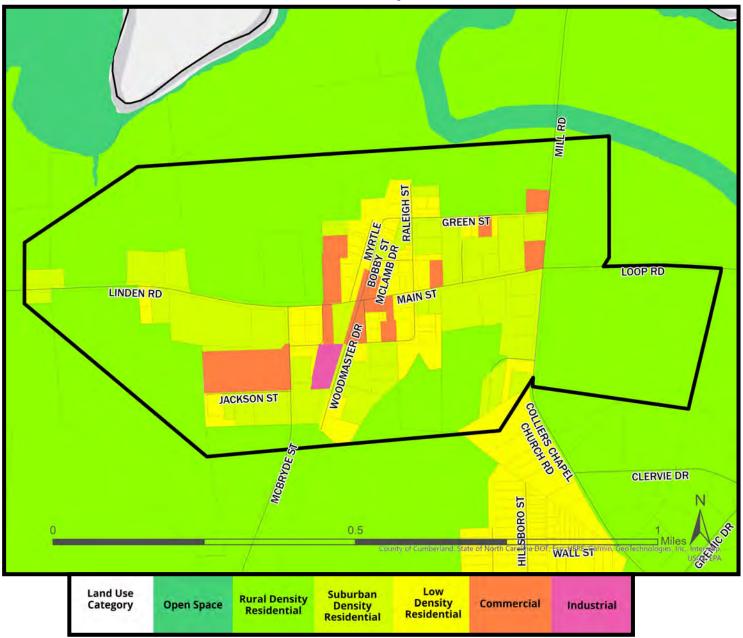
Objectives (continued)

- Promote a stable economic environment for small locally owned and operated businesses.
- Research grants and opportunities to expand/ improve utilities and services to the Town of Linden and the surrounding area.
- Establish a cohesive community between the Town of Linden and Linden area residents/ businesses.
- Promote the expansion of town limits to nearby new development as well as existing communities that desire to be annexed.
- Promote available resources and services at town facilities and functions.
- Promote the enhancement, revitalization, and creation of small local businesses in the Town of Linden area.



Town of Linden Future Land Use Map

Town of Linden Area Future Land Use Map



Town of Linden Associated Zoning Districts

(See Land Use Classifications for additional information)

- Open Space: CD
- Rural Density Residential: R40
- Suburban Density Residential: R15
- Low Density Residential: R7.5
- Commercial: O&I & C
- Industrial: M

Shaw Heights

Introduction

Shaw Heights is a small, unincorporated enclave within the City of Fayetteville boundary, but administered by Cumberland County. Shaw Heights is known for its unusual political status and uneven development across the plan area, mainly consisting of residential, commercial, and institutional land uses with a large number of vacant lots. The plan area primarily contains single family housing with a significant number of manufactured homes. A high percentage of the residents are seniors who live alone.



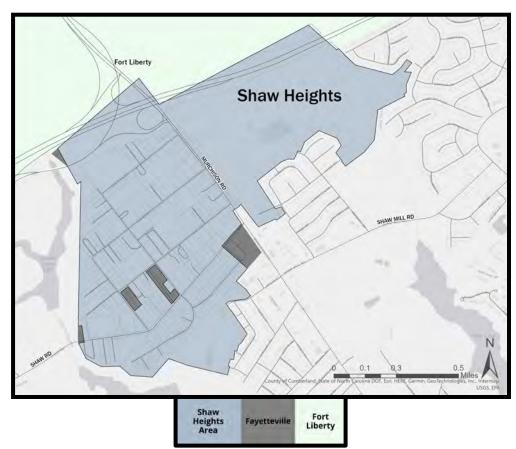
Shaw Heights History and Context

History and Context

The Shaw Heights Neighborhood is strongly characterized by its connection to Murchison Road and relationship to Fort Liberty (formerly Fort Bragg) and is considered a unique neighborhood due its island like feature, residing within the City of Fayetteville boundary but is Cumberland County jurisdiction.

The plan area is located at the intersection of Murchison Road (N.C. Highway 87 and 210) and Shaw Road made up of approximately 341 acres. Northwest of the plan area, 42 acres is utilized for Interstate 295 (I-295; outer loop). North of the plan area is the intersection of I-295 and Murchison Road. East is the right-of-way line of Murchison Road traveling south to the right-of-way line of Gardenia Avenue which travels southward of the boundary between the city limits of the City of Fayetteville and Cumberland County, establishing the southern. In addition, the boundary extends with Hibiscus Road and borders Kornbow Lake with a connection to Bonnie Doone Lake. This connection leads to the western boundary of the plan area and concludes with the link to I-295.





Before the September 11, 2001 (9/11) terrorist attacks occurred, Bragg Boulevard served as a key access point to the military base. However, after the attacks, the only entrance point to Fort Liberty was via Murchison Road located at the eastern border of the neighborhood. The area was expected to experience an increase in travel and development, but the investment in the area has not increased as initially expected.

Shaw Heights Previous Plans

Shaw Heights Land Use Study (2008)

The Shaw Heights Land Use Study adopted in June 2008 analyzed natural features, physical and manmade features, and demographic data compared to the Murchison Road Corridor Study and the City of Fayetteville along with citizen participation.

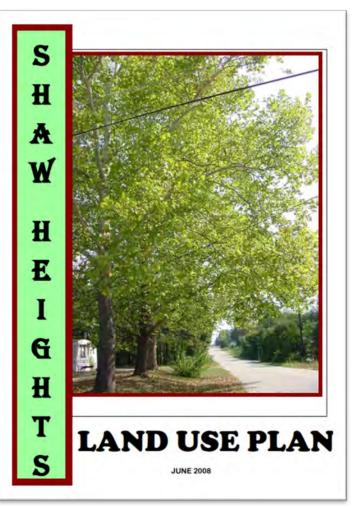
The analysis found the following key points:

- The plan area can support most construction via natural features.
- Vegetation is mostly on large tracts of land and should be used to support water and air quality.
- Bus service is available to most of the area, creating a viable plan area for industrial, commercial, and/or high-density residential development.
- Commercial opportunities are along Murchison Road.

The following recommendations were made:

- Provide primary sewer trunk lines to the area.
- Preserve and protect the Julia Heights neighborhood.
- Provide park and recreation facilities to the area.
- Provide pedestrian-friendly transportation and development.
- Provide area for new residential development.
- Provide commercial areas to serve the immediate neighborhood and the region.
- Locate Shaw Road to have the least impact on the existing neighborhood.
- Design a street system that prevents cut through traffic.
- Provide natural buffers between incompatible uses.
- Allow a transition from manufactured homes to a more permanent housing type.
- Promote visual enhancements for new development in the area.
- Create an entity to be a catalyst for the aggregation of land parcels for new redevelopment.

- A majority of the plan area is manufactured home parks but Shaw Road is primarily zoned as residential.
- Based on 2000 Census data, a significant number of residents are between the ages of 20 and 60, Black, a high school graduate or equivalent, at or above the poverty level, and are renters.
- 32% of residents are children between infancy and age 19 with 25% are school age between age 5 and 19.



Neighborhood Revitalization Strategy Area Plan (2020)

A Neighborhood Revitalization Strategy Area Plan (NRSA) was submitted as part of Cumberland County's Five Year Consolidated Plan for FY 2020-2024 with the goal to revitalize targeted neighborhoods, empower residents, and stimulate investments within the plan area. This plan identifies Shaw Heights as the target neighborhood for revitalization. The adoption of the NRSA contains multiple benefits such as flexibility in carrying out certain economic development, housing, and public service initiatives with the use of CDBG funds.

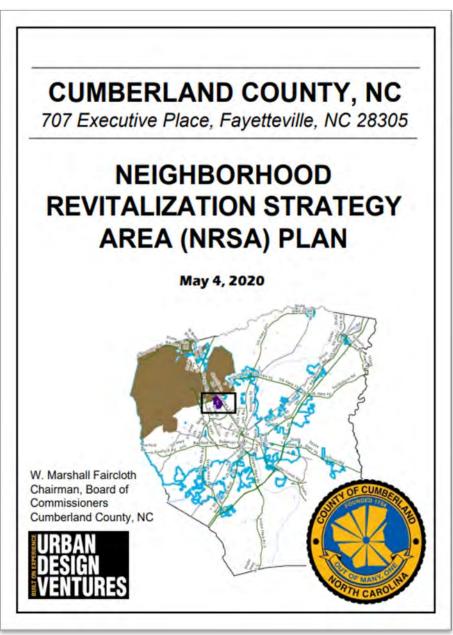
To utilize the CDBG funds, the target neighborhood must meet one of the following criteria:

- Benefit to low- and moderateincome persons.
- Prevention or elimination of slums or blight.
- Address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community of which other funding is not available.

The criteria can lead to incentives such as:

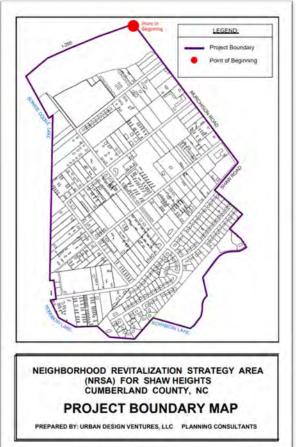
- Job creation or retention as low/mod area benefit.
- Aggregation of housing units.
- Aggregate public benefit standard exemption.
- Public service cap exemption.

Additionally, NRSA can assist uplift any pressure businesses experience and create incentives for participating in the community's job creation/ workforce development programs. The major benefit of a NRSA is that it enables the County to create tangible, measurable goals with the assistance of the County, residents, and stakeholders.



Cumberland County proposed the following strategy to approach the Shaw Heights Neighborhood

- Make the neighborhood attractive for new investments.
- Improve the infrastructure in the neighborhood to encourage further development of decent, safe, sound affordable housing.
- Generate neighborhood participation to ensure that the benefits of economic activity are reinvested in the neighborhood for long-term community development.
- Address physical, social, and economic issues in the community that deter private investment.
- Develop consensus and collaboration on comprehensive strategies to deal with vacant residential, commercial, and industrial properties.



The NRSA plan was created based on the information and data collected below.

2008 Shaw Heights Land Use Study Boundary Map

Neighborhood Description	Demographic Criteria	Community Consultation	Assessment	Housing & Economic Opportunities
 Boundary Description Existing Land Use Structural Conditions 	 Population Socio- economic Data Housing 	 Citizens Meetings Economic Development Organizations Faith-Based Organizations Housing Provider Agencies Non-Profit Organizations Educational Organizations Fair Housing Organizations Fair Housing Organizations Cumberland County Departments Other Stakeholders 	 Economic Conditions Employment Conditions Businesses Access to Capital and Availability of Economic Programs Housing Needs Income Characteristics Opportunity for Economic Development Problems Likely to be Encountered 	 Increase Economic Opportunities Creation of Jobs Promote Revitalization Housing Development Estimate of Costs

Table A: Information and Data Collected for NRSA Plan

Neighborhood Description

The Shaw Heights area is heavily characterized by its boundaries to Murchison Road, Fort Liberty, and I-295 as well as its island-like feature within the City of Fayetteville. Within the neighborhood, there are 313 total land parcels utilized.

An analysis was completed regarding the exterior structural conditions of the buildings with the plan and are categorized as sound condition, minor rehabilitation, major rehabilitation, or economically infeasible.

Land Use Category	Number of Parcels	Percentage of Total Parcels
Residential	217	69.33%
Commercial	12	3.83%
Industrial	1	0.32%
Semi-Public	3	0.96%
Auxiliary Structure	1	0.32%
Other Undeveloped/ Vacant Land	79	25.24%
Total	313	100.00%

Table B: Land Use Utilization

Structural Condition	Number of Structures	Percentage of Total Structures
Sound Condition	133	24.10%
Minor Rehabilitation	231	41.80%
Major Rehabilitation	151	27.90%
Economic Infeasible	38	6.90%
Total	553	100.00%



2008 Shaw Heights Land Use Study Structural Conditions Map

Table C: Structural Conditions

Demographic Criteria

The NRSA plan reported the total population within the Shaw Heights neighborhood was 884 in 2020 compared to a county total of 332,766. The median age was reported as 36.4 years compared to the county median at 31.0 years and State of North Carolina at 38.4 years (Source: ACS 2013-2017 Five Year Estimates, <u>www.factfinder.gov</u>). Racial composition within the plan area compared to Cumberland County is listed in the table below.

		White only	Black or African American only	American Indian and Alaska Native only	Asian only	Native Hawaiian and other Pacific Islander only	Some Other Race only	Two or More Races	Hispanic or Latino	Total
Total	Number	163	606	8	0	0	26	81	99	884
Shaw Heights NRSA	Percent	18.44%	68.55%	0.90%	0.00%	0.00%	2.94%	9.16%	11.20%	100%
Total	Number	148,550	117,984	4,107	8,018	755	755	15,246	37,331	332,766
Cumberland County	Percent	44.64%	35.46%	1.23%	2.41%	02.32%	0.23%	4.58%	11.22%	100%

Table D: Land Use Utilization

The NRSA has a higher low- and moderate income population of 56.48% compared to Cumberland County (35.6%) and the State of North Carolina (42.6%). The median household income is lower in Shaw Heights (\$21,647) compared to Cumberland County (\$44,737) and the State of North Carolina (\$50,320).

362 individuals (47.79%) of the civilian population 16 years and older are employed within the NRSA compared to 123,968 individuals (48.37%) of the civilian population 16 years and older are employed within Cumberland County. It is worth noting the military is the largest employer in Cumberland County and recent research demonstrated 11.5% (29,698) of Cumberland County residents were part of the military labor force (Source: ACS 2013-2017 Five Year Estimates, www.factfinder.gov). The unemployment rate for the State of North Carolina was 3.8% in November 2019 and the national unemployment rate was 3.6% (Source: <u>http://www.bls.gov/</u>).

Overall, 29.6% of individuals over age 25 within the Shaw Heights neighborhood did not receive a high school diploma or an equivalent diploma. It is reported that 72.1% of males and 69.0% of females received at least a high school diploma or equivalent. Numbers are much lower compared to Cumberland County (90.7% male; 90.2% female). In the State of North Carolina, the drop-out for males is 9.2% and 7.3% of females.

73.8% of the units located in the NRSA are occupied compared to the 85.8% of all units occupied in Cumberland County. Vacancy rates are higher (26.2% NRSA; 14.3% Cumberland County). Most residents rent the units (82.64%) compared to those who own their homes (17.36%). 41.88% of the housing units are mobile homes compared to the 0.9% mobile homes in Cumberland County. The median gross rent for the NRSA is \$604 and the median cost of a mortgage is \$993. Median gross rent for Cumberland County is \$887 and the median cost of a mortgage is \$1,198.

<u>Assessment</u>

In partnership with Urban Design Ventures, Cumberland County's Department of Community Development staff held citizen meetings and interviews with various stakeholders. Two citizen meetings were held in early 2020 while individual meetings were held with stakeholders. The following are comments received from area stakeholders Citizens and stakeholders expressed the need to improve economic, employment, and housing conditions.

The Shaw Heights NRSA was assessed based on physical, human, and economic conditions.

Economic Conditions

- Urban area with primarily residential and a mix of other existing land uses such as commercial and industrial.
- Few businesses for economic opportunities.
- Murchison Road Corridor offers most opportunities but has experienced business closing and reductions.
- Jobs are higher skilled at the cost of lower skilled jobs.
- Vacant commercial sites needing significant investment.



Access to Capital and Availability of Economic Programs

Potential programs include but are not limited to:

- Section 108 Loan
- Low-Income Housing Tax Credits (LIHTC)
- Choice Neighborhoods Initiatives
- Job Development Investment Grant (JDIG)
- One North Carolina Fund (One NC)
- NC Department of Public Safety-NC State High Patrol Statewide BikeSafe Coordinator
- NCDOT Bicycle and Pedestrian Planning Grant
- Golden LEAF Foundation Economic Catalyst
 Program
- Golden LEAF Foundation Disaster Recovery
 Program
- NCHFA Tax Exempt Bonds
- NCHFA Workforce Housing Loan Program
- NCHFA Rental Production Program Loans
- Cumberland Community Foundation, Inc.
- NCDOT Rail Industrial Access Program
- State Rural Demolition Grants
- Federal Home Loan Bank Affordable Housing Program (FHLB AHP)
- Economic Development Initiative (EDI) Special Projects Grants – United States Department of Housing and Urban Development Congressional Grants Division
- Economic Development Administration (EDA)

 Investments for Public Works and Economic Development Facilities
- Small Business Administration (SBA) Section 504 Loan Program.

Assessment (continued)

Employment Conditions

- No direct findings on the NRSA.
- In 2010, 55.5% of individuals 16 years of age and older were part of the civilian labor force.
- In 2010, Cumberland County had a 4.6% unemployment rate.
- In 2017, 33% of employed individuals worked within management, professional, and related occupations.

Businesses

- Majority of businesses are located on Murchison Road with a few in the NRSA, on Shaw Road, Pamalee Drive, and Country Club Drive.
- NRSA is considered a food desert.
- There are 11 commercial properties and 1 is vacant.

Housing Needs

- Market is depressed, lacks infrastructure of development, and is not considered a desirable place to live.
- Mainly mobile home housing units.
- 43 of 553 structures are vacant, 40 being residential.
- Perception of high crime.
- Large number of elderly residents on fixed income.

Income Characteristics

- High poverty rate.
- Median income is \$21,657.
- 39.7% of people live below poverty level.
- Low and moderate income percentage is 37.53%.



Opportunities for Economic Development

- Number of churches in and near the NRSA that could potentially area residents.
- Need for a food/grocery store.
- Area could develop a small business district.
- Need for retail and services.
- Need for larger housing development in the area.
- Need for more police protection and "community policing."
- Need for active code enforcement involvement.
- Need for infrastructure development.

Problems Likely to be Encountered

- Some areas are not suitable for development due to lack of infrastructure.
- Some of the population is elderly and is on a fixed income.
- Lots suitable for development are occupied by trailer parks that may need to be demolished.
- Need to promote NRSA as a livable area.

Housing & Economic Opportunities

This section outlines the areas of opportunities to support a realistic development strategy and implementation plan to promote the NRSA's economic revitalization: increase economic opportunities, create jobs, promote revitalization, housing development, and estimate costs.

Increase Economic Opportunities

- Increase the number of businesses.
- Increase the number of job opportunities.
- Increase the number of residents in job training and education.
- Develop a program to assist previous residents who are criminal offenders to find employment.
- Develop infrastructure in the neighborhood to attract businesses.

Creation of Jobs

- Partner with local stakeholders to promote entrepreneurship.
- Continue working relationships and collaboration with employment agencies, businesses, and local trade unions.
- Assist 18-35 year olds to obtain their high school equivalency diploma or GED.
- Provide transportation and/or childcare services for residents so they will be able to attend education and job training programs.





Promote Revitalization

- Continue to demolish vacant structures.
- Target abandoned trailer parks for demolition, acquisition, and infrastructure development.
- Fix infrastructure of streets, sidewalks, curbs, and bus shelters.
- Increase public safety initiatives.

Housing Development

- Assemble small lots into developable parcels.
- Work with builders and developers to construct new housing.
- Provide housing counseling to prospective buyers.
- Develop mixed-income housing for renters and homeownership.

Estimate Costs

- Clearance and demolition
- Infrastructure redevelopment
- Constructure of new single-family homes



Performance Measures

Information and data collected were used the develop and pursue short and long-term goals against measurable outcomes. The Neighborhood Revitalization Strategy Plan processes included the gathering of information and data used to develop and pursue short and long-term goals against measurable outcomes.

Short Term Goals

- Remove substandard structures and properties which impede economic growth and residential stability.
- Utilize homeownership programs to expand homeownership opportunities in the Shaw Heights NRSA through construction of new affordable housing for qualified low and moderate income buyers.
- Promote mixed income housing developments in the NRSA to help stabilize the area.
- Assemble sites for additional housing development.
- Select sites for the development of infrastructure for new affordable housing development, including paved roads, sewers, and septic tanks.
- Promote homeownership in the Shaw Heights NRSA through housing counseling programs and partnerships with Kingdom CDC.
- Continue to rehabilitate owner occupied housing in the Shaw Heights Neighborhood.
- Rehabilitate renter occupied housing in the NRSA.
- Increase the presence of the County's code enforcement program in the Shaw Heights NRSA.
- Increase the police patrols and community policing in the Shaw Heights NRSA.
- Apply for a Section 108 Loan Guarantee to develop the Shaw Heights NRSA.
- Partner with the Housing Authority to encourage the development of public housing and increase participation in the Section 8 Housing Choice Voucher Program in Shaw Heights.
- Develop partnerships for financial literacy programs in the neighborhood.



Performance Measures (continued)

Long Term Goals

- Continue acquisition/relocation/clearance activities in the Shaw Heights NRSA to develop attractive and marketable development sites.
- Revitalize vacant and underutilized land in a manner that provides tax base stabilization, including potential commercial or industrial development.
- Ensure the continued preservation of the existing housing stock in the Shaw Heights NRSA through a comprehensive rehabilitation program including incentives for homeowners to improve their property.
- Reconstruct streets, sidewalks, curbs, and infrastructure in the Shaw Heights NRSA.
- Provide information and refer Shaw Heights NRSA residents to employment training programs such as NCWorks for job placement opportunities through the trades or other skills.
- Market Shaw Heights to members of the military and civilians who work at Fort Liberty based on its proximity and affordability to the base.
- Decrease the school drop-out rate for men and women in the Shaw Heights NRSA.
- Assist 18-35 year olds to obtain their high school equivalency diploma or GED.
- Develop infrastructure to create dense, multi-family affordable housing using a Section 108 Loan.
- Recruit banks, pharmacies, and a grocery store to the Shaw Heights NRSA.
- Continue to promote and market the County's housing rehabilitation programs in the Shaw Heights NRSA.
- Create a revolving loan program targeted toward the Shaw Heights NRSA.
- Promote home occupations and develop small business enterprises in the Shaw Heights NRSA.
- Develop a "loan pool" with the local banks with bank funds to match Federal and State funds.
- Continue to work with Kingdom CDC and other CHDOs to undertake larger development projects.

Measurable Outcomes

- Neighborhood Improvement
- New Housing Development
- Public Safety Improvement
- Citizen Involvement
- Inter-Agency Cooperation
- Economic Development Initiatives



Shaw Heights Looking Forward

Looking Forward

According to the Neighborhood Revitalization Strategy Area (NRSA) Plan (Adopted May 2020), the City of Fayetteville was in the process of planning for major investments for the Murchison Road corridor. Since the adoption of the NRSA Plan, the following events have occurred:

December 2020 - City of Fayetteville received a federal grant of \$450,000 to establish a "choice neighborhood" project within the Murchison Road Corridor.

> Six businesses received business development funding upwards of \$50,000 for development or commercial corridor improvement from the American Rescue Plan Act of 2021.

September 2023 – City of Fayetteville is in the process of applying for a \$50 million Choice Neighborhood Implementation Grant. If awarded the grant, the City would rebuild affordable housing, improve neighborhood amenities, and add resources for residents (childcare facilities, community centers, etc.).

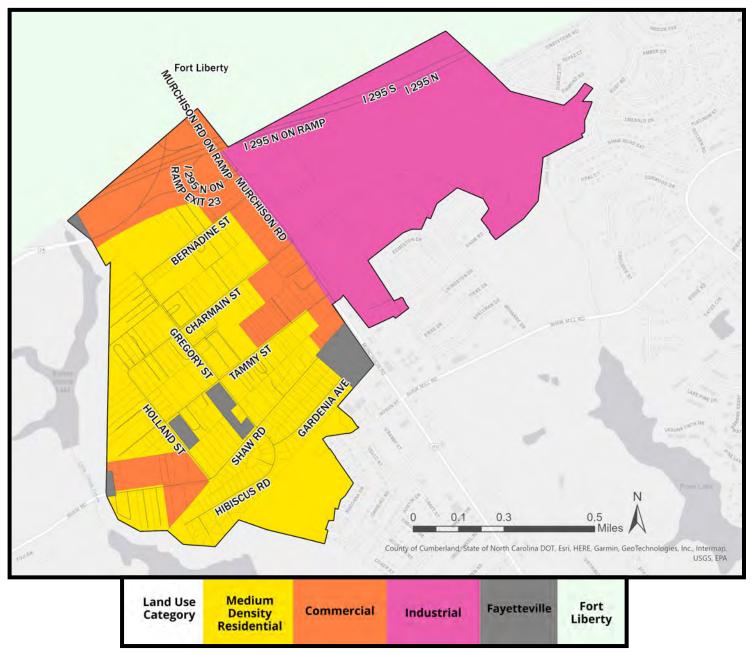


Correspondingly, Cumberland County received \$172 million via state budget for Murchison Road projects in November 2021; Fayetteville-Cumberland Parks & Recreation plans to build a new community center (Senior Center East) and expand Martin Luther King Jr. Park; Fayetteville State University plans more than \$130 million in investment via the college of education, residence hall, a parking deck, health and wellness center, and the renovation of Bronco Square.

The Neighborhood Revitalization Strategy Area Plan will be used to work towards achieving shared visions and goals of the community and stakeholders.

Shaw Heights Future Land Use Map

Shaw Heights Area Future Land Use Map



Shaw Heights Associated Zoning Districts:

(See Land Use Classifications for additional information)

- Medium Density Residential: R6, R6, & R5A
- Commercial: O&I(P), C1(P), C2(P), & C(P)
- Industrial: M1(P) & M(P)

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PHASE 4 Recommendations & Resources

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Next Steps Overview

Plan recommendations were formulated based on input from public engagement as well as internal reviews of existing governing documents such as the Zoning and Subdivision Ordinances for the Town and the County. Recommendations within the plan were ranked with high, medium, or low priorities based on how directly they relate to land use. Although other issues are addressed, this is primarily a land use plan and is not comprehensive in nature. There are also resources listed that may help the plan area work towards achieving their desired outcomes.

Recommendations are sorted by topics to assist plan users with identifying actions for future projects. This will allow users to see common goals across area plans.

Priority identifies primary issues for the plan area and the recommended order at which they should be addressed.

V

	General Recommendations	
Topic	Action	Priority

While this list is not comprehensive of every available resource in existence, it highlights private and public resources from a variety of sources.

The source identifies which plan the action comes from. This is especially useful for documenting history of desired recommendations.

Resources						
Resource Name	ame Description		ource ype	Poter Use		Source
			1	4		
monetary mean identifies what	are, whether it be		in ha go	the comm ve a range	unity, and of poter agencies	akeholders invested d these resources atial users including , nonprofits, private c citizens.

Recommendations

	General Recommendations	
Торіс	Action	Priority
Commercial	Encourage new development and/or redeveloped properties to incorporate aesthetically pleasing measures in their design.	Low
Commercial	Amend ordinances to encourage road side exposure for small businesses while continuing to keep signage aesthetically pleasing.	High
Community Appearance	Protect the plan area's rural character through the encouragement of farming, utilization of the Voluntary Agricultural District Program, low-density development, and community.	High
Development	Increase green spaces and buffering requirements between industrial and residential areas to balance development and rural character.	High
Development	Encourage Cumberland County Schools to redistrict school assignment areas in the plan area as schools are becoming overpopulated and students are being affected by high student to teacher ratios.	High
Development	Weigh options of sewer system versus community septic.	High
Development	Consider collaborating with Harnett County to create like policies for utility management.	High
Development	Apply for funds and programs to expand needed services (water, sewer/septic, internet, etc.) through local/state/regional partners.	High
Development	Collaborate with developers and/or utility providers to cost-share to expand needed services (water, sew- er/septic, internet, etc.).	High
Economic Development	Create a centralized community with convenient access to grocery stores, pharmacies, fast food restaurants, retail stores, employment options, and recreational activities via sidewalks, bicycle trails, and street lights with pedestrian crosswalks.	Medium
Economic Development	Work with the City of Fayetteville, local townships, and surrounding counties to make future plans cohesive and reflect successful initiatives (e.g. LNG Plant Projects in Robeson County, planned development in Apex/Holly Springs/Lillington, economic development in Wake County, etc.)	Medium

Recommendations

	General Recommendations	
Торіс	Action	Priority
Economic Development	Encourage development along Ramsey Street (between the City of Fayetteville and Elliot Bridge Rd).	Low
Economic Development	Assess the plan area for run-down homes and businesses that need to be removed or revitalized.	High
Economic Development	Update ordinance to encourage road-side exposure for small businesses.	High
Health & Emergency Services	Evaluate the dispatch and response procedure of Cumberland County Sheriff's Office for potential decrease in response time.	Medium
Health & Emergency Services	Hire full-time and paid staff for the fire department to continue efficient services and prevent burnout.	Low
Health & Emergency Services	Create a beaver management program to alleviate drainage issues that are routinely caused by beavers blocking the canal.	Medium
Industrial	Anticipate and utilize expected passenger rail to be installed within the plan area to link key North Carolina cities along with other key regional cities.	Medium
Open Space	Provide support for the expansion of Carvers Creek State Park to include the Cape Fear River section as shown in the 2012 Carvers Creek State Park Master Plan as well as efforts to connect Carvers Creek to the Lower Little River through trails, greenways, etc.	Low
Open Space	Provide public boat access points along the Cape Fear and Little River for emergency agencies and public access.	Medium
Public Services & Infrastructure	Co-locate community facilities and services whenever feasible within the area.	Medium
Public Services & Infrastructure	Expand landfill and recyclable site options within the plan area.	Low
Public Services & Infrastructure	Encourage medical facilities to become established within the plan area.	Low
Public Services & Infrastructure	Collaborate with utility providers to extend high quality, efficient, and affordable water and/or sewer services to the plan area.	High
Public Services & Infrastructure	Add a community recreation center for activities to include, but not limited to: senior citizen gatherings, after school/summer programs for children, and physical activities.	Medium

Recommendations

	General Recommendations	
Торіс	Action	Priority
Residential	Collaborate with local, state, and regional partners to build and establish affordable housing.	Medium
Shaw Heights	Provide pedestrian friendly transportation and development.	Medium
Shaw Heights	Provide area for new residential development.	Low
Shaw Heights	Provide commercial areas to serve the immediate neighborhood and the region.	High
Shaw Heights	Allow a transition from manufactured homes to a more permanent housing type.	High
Shaw Heights	Create an entity to be a catalyst for the aggregation of land parcels for new and redevelopment.	Low
Town of Linden	Provide attractive entrance signs for the County and the Town of Linden.	Low
Town of Linden	Provide recreation facilities more centralized to the area and near the Town of Linden.	High
Town of Linden	Encourage unique dining options, short-term lodging, and small scale industrial to promote tourism in Linden.	Medium
Transportation	Encourage N.C. Department of Transportation to evaluate widening roads, shoulders, and adding more lanes to roads such as Elliott Bridge Road, Elliott Farm Road, and Ramsey Street for emergency purposes and to decrease traffic congestion.	Medium
Transportation	Provide deceleration lanes, intersection improvements, and crosswalks, along with the upgrade of the 401 Corridor.	Medium
Transportation	Provide a limited number of access points on the proposed US 401 Widening Project.	Medium
Transportation	Collaborate with the N.C. Department of Transportation to evaluate speed limits in the plan area.	Medium

	APA APA Planning Planning Assistance (CPATs) (CPATs) APA Planning Assistance (CPATs) And implementation sti communities and streng and other stakeholders decisions that aff	The AARP Communit grants to fund quick-a communities become r ages. This year, applic projects to improve transportation, and o diversity, equity, and inc programs under new innovative ideas that su No mat	Accion Opportunity Fund 12-month business	Resource Des	
	The Community Planning Assistance Teams (CPAT) program organizes multidisciplinary teams of planning professionals who volunteer their time to work with local stakeholders to create a vision plan and implementation strategy. CPAT offers expertise in a diverse range of issues facing communities. CPAT brings planning resources and opportunities to communities and strengthens the ability of residents and other stakeholders to influence and determine decisions that affect their quality of life.	The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. This year, applications will be accepted for projects to improve public spaces, housing, transportation, and civic engagement; support diversity, equity, and inclusion; build engagement for programs under new federal laws; and pursue innovative ideas that support people age 50 or older. No match required.	Loans for small businesses, especially women/ minorities/veterans. Requires collateral and 12-month business plan, no match required.	Description	Resources
Grant	Technical Assistance	Grant	Business Loan	Resource Type	Š
Local and	Town / County Government	Public Citizens	Private Business Owners	Potential Users	
https://www.dukeenergy.com/ community/dukeenergy-	https://www.planning.org/ cpat/	https://www.aarp.org/	https://aofund.org/	Source	

Resources

92

Lendio	KABOOM!	Fiskars® Project Or- ange Thumb Garden Grants	Fundation	Resource Name	
Helps small businesses quickly explore loan options from 75+ potential lenders with a single online application. Lendio also helps businesses understand the options and choose a loan.	KABOOM! is a national non-profit that brings people together to create great, safe places to play for all kids, especially those living in poverty. Offers several grant programs for buildings and improving playgrounds and other play spaces. See website for current offerings. Match varies.	Provides community groups with tools and resources to reach their goals for collaboration, neighborhood beautification, and healthy, sustainable food sources. Non-profit organizations are eligible to apply. The application period typically opens in the later part of a year and grant recipients are typically announced in the spring of the following year.	Fundation partners with banks and other institutions to provide capital to the small business community. It makes loans for working capital, business expansion, debt refinancing, equipment purchases, inventory purchases, and capital improvements. Collateral is not required. Interest rates depend on Fundation's assessment of the risk.	Description	Resources
Business Loan	Grants	up to \$3,500 in cash/gift cards and Fiskars® garden tools	Business Loan	Resource Type	S.
Private Business Owners	Public Citizens and Local and Regional Nonprofits	Local and Regional Nonprofits	Private Business Owners	Potential Users	
http://www.lendio.com/	https://kaboom.org	https://www.fiskars.com/en- us/special-feature/project- orange-thumb	https://fundation.com/	Source	

NC Parks & Recreation Trust Fund (PARTF)	National Association of Realtors Placemaking Grant	Low Income Housing Tax Credit Program (LIHTC)	Resource Name
The North Carolina Parks and Recreation Trust Fund (PARTF) provides matching grants to local governments to assist with public park and recreation projects. Examples include assisting with land acquisition, facility building facility renovation, protect natural lands. Must be a single-site project. One-to-one match required.	NAR's Placemaking program provides technical and financial assistance to help REALTOR® Associations, and their members, become engaged in placemaking in their communities. The Placemaking Grant funds the creation of new, outdoor public spaces and destinations in a community. Note that the grant does not fund upgrading or enhancing existing public spaces or adding amenities, like benches, signage, bike racks, etc. to existing public spaces, like parks or trails. Will need to partner with the local Realtors Association.	A federal program administered by the NC Housing Finance Agency, the Low Income Housing Tax Credit Program (LIHTC) was authorized by Congress in 1986 to encourage the construction and rehabilitation of quality rental housing that is affordable for low-income families and elderly persons. Owners of LIHTC properties agree to maintain the units as affordable housing for 15 to 30 years, in return for federal tax credits that offset part of the cost of developing the housing.	Description
Grant	Grant	Tax Credit	esource Type
Town / County Government	Private, partner with local Realtor Association	Private Property Owners	Potential Users
https://www.ncparks.gov/ about-us/grants/parks-and- recreation-trust-fund	https:// realtorparty.realtor/ community-outreach/ placemaking	https://www.nchfa.com/rental- housing-partners/supportive- housing-developers/ supportive-housing- development-program	Source

NC Department Rural Economic Rural Economic NC Department **Building Reuse** of Commerce, of Commerce, Development Development Development Development Development Development **Block Grant** Block Grant Community Community Demolition Economic Resource Economic Grants – Grants – Division, Division, (CDBG) Federal (CDBG) Federal Name governments that propose projects in conjunction governments for demolition projects that result in vacant buildings for their use resulting in the creation of permanent, full-time jobs. At least 60% under the elimination of slums and blight nationa funding is intended to be used to demolish vacant with a private employer does not require a legally demolition activity will create a site which attracts the creation of industrial or commercial sites. The CDBG objective. It is reasonably expected that the create new jobs. However, such new job creation private investment by a business or industry and dilapidated industrial buildings and properties of the jobs must be made available to persons businesses and industries planning to restore with new and/or expanding private for-profit The program provides CDBG funds to local The program provides CDBG funds to local qualifying as low and moderate income. binding contract. Match required. Description Resources Resource Grant Grant Туре Town / County Town / County Government Government Potentia Users www.nccommerce.com/grants funds/building-reuse/buildinggrants-incentives/building-orreuse-federal-cdbg-economic -incentives/building-or-sitewww.commerce.nc.gove/ site-funds/demoltion https:// https:// Source

NC Department Rural Economic NC Department Planning Grant of Commerce, ransportation Transportation Intrastructure Development Development Development Block Grant Pedestrian Bicycle and Pedestrian Bicycle and Community Division of Economic Resource (NCDOT), Initiative Grants -Division, Federal (CDBG) Name support existing private for-profit businesses that retained by a project must be for persons qualifycreate and/or retain jobs. Funding for projects is based on the number of jobs to be created and for the funds. At least 60% of the jobs created or develop comprehensive bicycle and pedestriar and counties with populations under 50,000 to intended to encourage municipalities of all sizes infrastructure improvements to attract new and governments to use for various types of public developed by consultants that are prequalified the level of distress in the community applying Initiative is an annual matching grant program plans. Such plans largely focus on enhancing The Bicycle and Pedestrian Planning Grant mobility, improving safety, and promoting The program provides CDBG funds to local economic and health benefits. Plans are ing as low and moderate income. by NCDOT. Match required. Match required. Description Resources Resource Grant Grant Type Town / County Town / County Government Government Potential Users municipalities/PlanningGrants/ www.commerce.nc.gov/grantsinfrastructure-federal-cdbg https://connect.ncdot.gov/ economic-development infrastructure-funds/ Pages/default.aspx incentives/publichttps:// Source

SCORE	NC Rural Center Thread Capital	NC Rural Center Loan Participation Program (LPP)	Resource Name	
Low/no-cost business advising services, connections to loans, and local mentors. SCORE for All has specific resources for minority/veteran/woman- owned businesses. Startup Roadmap-great webinars.	A subsidiary non-profit of the NC Rural Center serving all 100 NC counties, Thread Capital provides small business owners and entrepreneurs with access to capital to start or expand their businesses. It also provides them with coaching and business planning services, as well as a support network.	The LPP is a small-business lending program that works with local lenders in all 100 North Carolina counties to make more loans in their communities and regions. The program helps reduce the risk exposure of partner lenders, so more businesses have access to capital that might otherwise be out of reach. The Rural Center purchases up to 15% of a term loan made to a small business, defined as a business with 500 or fewer employees. The maximum participation is \$250,000 and the loan terms are market-based, negotiated between the local lender and the small-business borrower.	Description	Resources
Technical Assistance and Training	Business Loans	Business Loans	Resource Type	es
Private Business Owners	Private Business Owners	Private Busi- ness Owners	Potential Users	
https://www.score.org/	https://www.threadcap.org/	http://www.ncruralcenter.org/	Source	

Resources

Resources

Local Walmart stores, Sam's Clubs, and logistics facilities award grants to eligible nonprofit organizations, government agencies, schools, and Docal Giving ProgramTown / County Government GrantTown / County Government Https://walmart.org/what-we- do/strengthening-community- supportWalmart Docal Giving ProgramIncal and grants are designed to address the unique local Regional NonprofitsTown / County Government GrantLocal Giving ProgramIncal and grants are designed to address the unique local NonprofitsGrant Local and Regional Nonprofits	State Farm Good NeighborCompany Grants focus on safety, community development, and education to help build safer, stronger, and better educated communities. Community development grants assist organizations that support affordable housing, first time homeowners, neighborhood revitalization, financial literacy, job training, and small business government agencies, educational institutions, and volunteer fire departments are eligible to apply.Town / County GrantsTown / County Government Local and Regional Nonprofits	ResourceDescriptionResourcePotentialSourceNameDescriptionTypeUsersSource	Resources	Resources	
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Next Steps Overview Plan Implementation

Plan Implementation

After the formal adoption of the land use plan by the governing boards, the plan will be used regularly to make formal and informal decisions. Implementation means taking advantage of the analysis that was performed and the strategic thinking of those who combined data with the community's desires and values. Of course, no plan is perfect, and every plan should be supplemented and updated with more recent information when available and adjusted to suit changing circumstances. Overall, consistent efforts to bring forward the recommendations in the plan as well as the future land use map should pay off in helping to achieve the area's vision for its future.



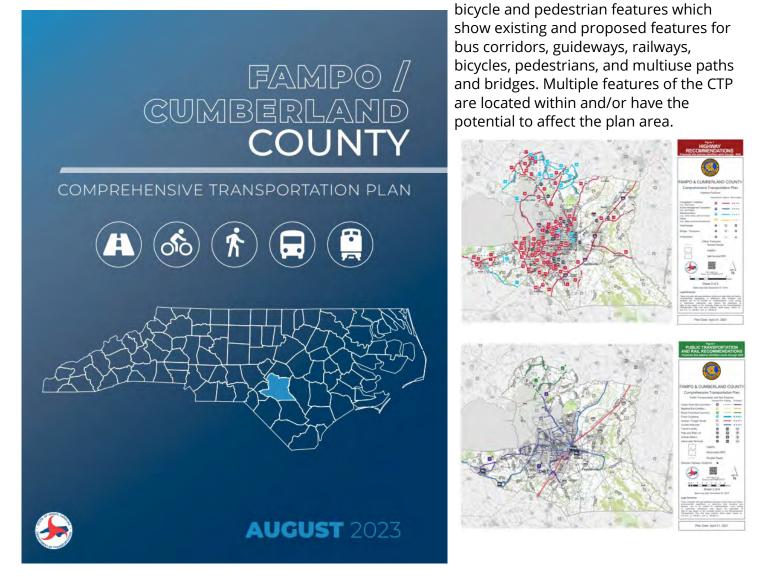
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Transportation Planning

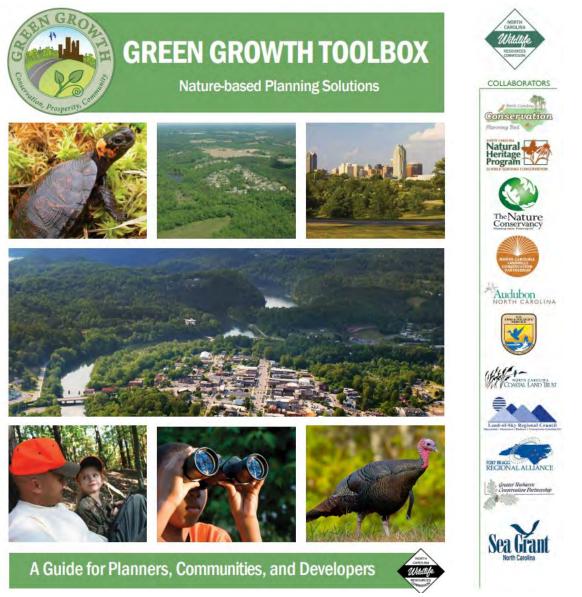
In August of 2023, the North Carolina Department of Transportation (NCDOT) created the FAMPO/ Cumberland County Comprehensive Transportation Plan in conjunction with the Fayetteville Area Metropolitan Planning Organization (FAMPO), Mid-Carolina Rural Transportation Planning Organization, Cumberland County, City of Fayetteville, along with other regional organizations and local officials. This comprehensive plan showed proposed new construction and improvements to the area's transportation needs. Roadway improvements for the plan area of the Comprehensive Transportation Plan (CTP) include features related to congestion/mobility, access management/operations, modernization, and other transportation issues. The CTP also has proposed Public Transportation/Rail plans along with



The Cumberland County and FAMPO CTP and related maps can be viewed at: <u>connect.ncdot.gov/projects/planning/Pages/CTP-Details.aspx?study_id=Cumberland County and FAMPO</u> <u>CTP</u>

Green Growth Toolbox

The third edition of the Green Growth Toolbox, released in 2023 by the North Carolina Wildlife Resources Commission, was collaboratively developed by the department along with various partners, including The Nature Conservancy, U.S. Fish & Wildlife Service, and the North Carolina Natural Heritage Program, among others in the conservation and planning sectors. This comprehensive resource comprises technical assistance, a guidance handbook, GIS datasets, and a website, all aimed at assisting North Carolina's counties, towns, and cities in conserving wildlife, habitats, and other valuable natural resources while accommodating growth and development. Consultation of the Green Growth Toolbox is recommended during the creation or revision of plans, ordinances, and developments to facilitate environmental conservation without impeding growth.



The North Carolina Wildlife Resources Commission Green Growth Toolbox and related material can be found at: <u>https://www.ncwildlife.org/Conserving/Programs/Green-Growth-Toolbox</u>

Action	Source
Tie the proposed trail network along the Cape Fear and Lower Little Rivers to the future State Park.	North Central Land Use Plan, 2011, p. 67
Provide public boat access points along the Cape Fear and Little Rivers for emergency agencies and public access.	North Central Land Use Plan, 2011, p. 67
Provide deceleration lanes, intersection improvements, and crosswalks, along with the upgrade of the 401 Corridor.	North Central Land Use Plan, 2011, p. 67
Provide recreation facilities more centralized to the area and near the town of Linden.	North Central Land Use Plan, 2011, p. 67
Install railroad crossing facilities at key roadway intersections and the Norfolk and Southern Railroad.	North Central Land Use Plan, 2011, p. 68
Develop a zoning district strictly for Single Family Residential Development.	North Central Land Use Plan, 2011, p. 68
All Low Density Residential Development denoted on the Plan must have public or community sewer in order to be developed	North Central Land Use Plan, 2011, p. 68
Post rezoning requests online on the County website with the recommended Land Use Plan Map.	North Central Land Use Plan, 2011, p. 68
Encourage farmers to participate in the Voluntary Agricultural District Program.	North Central Land Use Plan, 2011, p. 68
Protect Prime Farmland and the overall agricultural industry.	North Central Land Use Plan, 2011, p. 69
Encourage the use of cluster development to maintain the rural character of the Area.	North Central Land Use Plan, 2011, p. 69
Utilize the existing utility providers to extend water and or sewer in the Area.	North Central Land Use Plan, 2011, p. 70
Adopt the Proposed North Central Cumberland Land Use Plan.	North Central Land Use Plan, 2011, p. 70
Encourage and promote intensive commercial development in areas already zoned and planned for such activities.	North Central Land Use Plan, 2011, p. 70
Protect all natural, historic, and scenic sites in the Area and uti- lize them for their economic potential.	North Central Land Use Plan, 2011, p. 70
Develop stronger ties and greater cooperation between the Town of Linden Board of Commissioners and the Board of	North Central Land Use Plan, 2011, p. 70

Action	Source
Co-locate community facilities and services whenever feasible within the Area.	North Central Land Use Plan, 2011, p. 71
Provide a limited number of access points on the proposed US 401 Widening Project.	North Central Land Use Plan, 2011, p. 71
Provide attractive entrance signs for the County and the Town of Linden at all entrances into the Town and County.	North Central Land Use Plan, 2011, p. 71
Plan the location and scope of clean industrial and manufacturing enterprises.	North Central Land Use Plan, 2011, p. 71
Encourage new development and/or redeveloped properties to incorporate aesthetically pleasing measures in their design.	North Central Land Use Plan, 2011, p. 71
Continue to support the Cumberland County Public School Master Plan; offer input on future school locations relative to area growth and development objectives.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support the Joint Cumberland County Transportation Plan; lobby for implementation of key transportation projects.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support area plans for the provision of Water Services throughout the county.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support the Cumberland County Parks Master Plan.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Prepare an in-house study evaluating various development incentives (both financial and non-financial) that might be employed to encourage growth to locate where existing infrastructure has excess capacity.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support the currently adopted area-wide Bicycle and Pedestrian Plan.	Cumberland County 2030 Growth Vision Plan, 2008, p. 19
Reexamine area development standards to evaluate the need for improved pedestrian systems (sidewalks, greenways, etc.) in new residential developments.	
Prepare a study of alternatives for paying for new school construction based on the demand for school space created by new development.	Cumberland County 2030 Growth Vision Plan, 2008, p. 22

Action	
Action	Source
Develop new neighborhood parks in the Towns of Godwin, and Linden, and Eastover. These parks include playground units, swings, benches/trash receptacles, walking trails, and picnic shelters.	Cumberland County 2030 Growth Vision Plan, 2008, p. 25
Prepare a mapped inventory of environmentally sensitive areas and determine their associated values worth protecting. Use this information to determine appropriate land use activities for these areas and to prepare appropriate management tools.	Cumberland County 2030 Growth Vision Plan, 2008, p. 27
Implement and promote the Voluntary Agricultural District Program, pointing out benefits such as limits on eminent domain and protection against nuisance lawsuits, among others.	Cumberland County 2030 Growth Vision Plan, 2008, p. 27
Prepare an open space and greenway master plan for all of Cumberland County.	Cumberland County 2030 Growth Vision Plan, 2008, p. 27
Local governments in Cumberland County should establish additional tools, as well as a reliable, long term funding mechanism for the acquisition of open space to keep pace with area growth and development.	Cumberland County 2030 Growth Vision Plan, 2008, p. 28
Provide for low density zoning for areas outside the urban services area.	Cumberland County 2030 Growth Vision Plan, 2008, p. 28
Examine area zoning ordinances concerning new provisions that would encourage the development of housing suitable for senior citizens or disabled persons and consider removing provisions that might discourage the same.	Cumberland County 2030 Growth Vision Plan, 2008, p. 30
Establish that new developments requiring the expansion of schools, fire stations, utilities, roads, and parks should contribute to the cost of building such facilities.	Cumberland County 2030 Growth Vision Plan, 2008, p. 30
Prepare an inventory and accounting of existing commercially zoned land and vacant buildings with an eye toward future commercial development needs and preferred development patterns.	Cumberland County 2030 Growth Vision Plan, 2008, p. 33
Identify possible incentives to encourage the revitalization and reuse of existing commercial properties.	Cumberland County 2030 Growth Vision Plan, 2008, p. 33
Designate roadways into the County and municipalities that serve as gateway corridors into each jurisdiction. Map them. Rank them by priority.	Cumberland County 2030 Growth Vision Plan, 2008, p. 36
Amend the zoning ordinance to require street trees or other appropriate vegetation, in association with new development along designated gateway corridors.	Cumberland County 2030 Growth Vision Plan, 2008, p. 36

Action	Source
Expand the use of the environmental court for littering and other appearance-related code violations.	Cumberland County 2030 Growth Vision Plan, 2008, p. 37
Identify several potential neighborhood conservation areas. Educate neighborhoods and encourage participation in conservation initiatives. Prepare neighborhood conservation plans in the order of each neighborhood's readiness to proceed.	Cumberland County 2030 Growth Vision Plan, 2008, p. 37
Prepare and apply design standards for pedestrian friendly circulation within commercial and residential areas.	Cumberland County 2030 Growth Vision Plan, 2008, p. 38
Prepare a countywide comprehensive drainage and flood management plan, including public and private actions in support of plan implementation., with all municipalities with environmentally sensitive areas. Prepare sub-area plans as a follow-on activity to identify specific actions needed by area of the county, with special attention to and involvement of municipalities with environmentally sensitive areas. Seek ways to maintain drainage districts created by past actions.	Cumberland County 2030 Growth Vision Plan, 2008, p. 39
Prepare a countywide comprehensive drainage and flood management plan, including public and private actions in support of plan implementation with all municipalities with environmentally sensitive areas. Prepare sub-area plans as a follow-on activity to identify specific actions needed by area of the county with special attention to and involvement of municipalities with environmentally sensitive areas. Seek ways to maintain drainage districts created by past actions.	Cumberland County 2030 Growth Vision Plan, 2008, p. 39
Develop a more intense education program locally on the importance of recycling and the cessation of littering and dumping.	Cumberland County 2030 Growth Vision Plan, 2008, p. 40
Explore the technical feasibility and cost of enabling emergency vehicles to pre-empt traffic signal systems for faster response times.	Cumberland County 2030 Growth Vision Plan, 2008, p. 48
Commission a senior center(s) space needs study with cost estimates and funding opportunities.	Cumberland County 2030 Growth Vision Plan, 2008, p. 50
Include consideration of senior citizen needs when preparing special area plans, corridor studies, park plans, etc.	Cumberland County 2030 Growth Vision Plan, 2008, p. 50

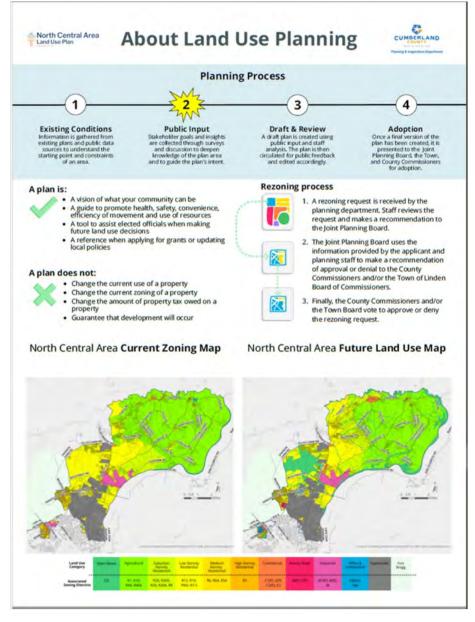
Action	Courco
Action	Source
Provide primary sewer trunk lines to the Area.	Shaw Heights Land Use Plan, 2008, p. 40
Preserve and protect the Julie Heights Neighborhood.	Shaw Heights Land Use Plan, 2008, p. 40
Provide Park and Recreation Facilities in the Area.	Shaw Heights Land Use Plan, 2008, p. 40
Provide pedestrian friendly transportation and development.	Shaw Heights Land Use Plan, 2008, p. 40
Provide area for new residential development.	Shaw Heights Land Use Plan, 2008, p. 40
Provide commercial areas to serve the immediate neighborhood and the region.	Shaw Heights Land Use Plan, 2008, p. 40
Locate Shaw Road to have the least impact on the existing neighborhood.	Shaw Heights Land Use Plan, 2008, p. 40
Design a street system that prevents cut through traffic.	Shaw Heights Land Use Plan, 2008, p. 40
Provide natural buffers between incompatible uses.	Shaw Heights Land Use Plan, 2008, p. 40
Allow a transition from manufactured homes to a more permanent housing type.	Shaw Heights Land Use Plan, 2008, p. 40
Promote visual enhancements for new development in the Area.	Shaw Heights Land Use Plan, 2008, p. 40
Create an entity to be a catalyst for the aggregation of land parcels for new and redevelopment.	Shaw Heights Land Use Plan, 2008, p. 40

Community engagement is a vital aspect of creating a future land use plan. Throughout the planning process, Planning Staff worked diligently to provide opportunities for input which was collected through public forums, in-person meetings, phone calls, and online surveys.

This section provides insight regarding the community engagement efforts and input results. The section is not exhaustive of all materials used for the collection of community ideas and desired outcomes.

Planning Staff strived to connect with residents during the planning process on multiple levels. To begin the planning process, a kick-off meeting was held, and residents were invited to participate via postcard notification prior to the meeting. A website focused on the plan area was created, published, and promoted on the County website as well as through local news outlets advertising the event.

Planning Staff also worked closely with the plan area's stakeholders. Nearly sixty stakeholders were identified and twenty-three were interviewed either in person, via email, or via phone call. Most interviews had a duration of forty-five minutes as each stakeholder provided valuable feedback regarding infrastructure, services, economic development, and housing.



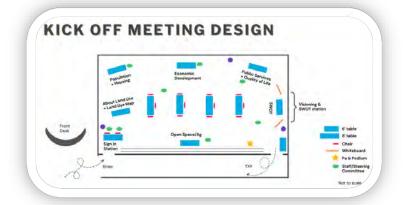
Kickoff Meeting

The North Central Area Land Use Plan kickoff meeting took place on Tuesday, November 1, 2022. The four-hour open house was designed to share and gather information with area stakeholders. The event was attended by approximately 100 people who interacted with posters and activities on topics including land use, housing, economic development, public services, quality of life, and rural character preservation. Attendees had an opportunity to fill out a values survey, giving Planning Staff key insight on what stakeholders consider to be the most important topics for the North Central Area.

The following pages include details regarding the posters that were utilized at the meeting along with responses per activity station and through the values survey available online.

Kickoff Meeting Stations

Plan Area Reference Map SWOT & Visioning the Future Population & Housing Employment Trends & Sectors Public Services & Quality of Life Rural Character Preservation



North Central Area Land Use Plan Community Kick Off Meeting

Share your vision for the future of the North

Central Area!





DROP-IN MEETING

Tuesday, November 1, 2022

3:00pm - 7:00pm

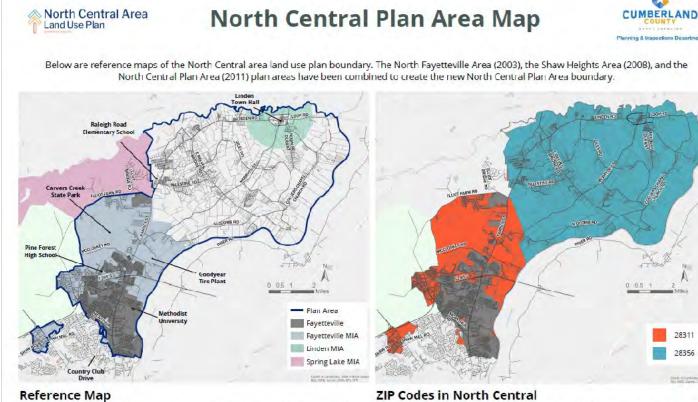
Pine Forest Recreation Center

6901 Ramsey Street Fayetteville, NC 28311



Stations

Plan Area Reference Map



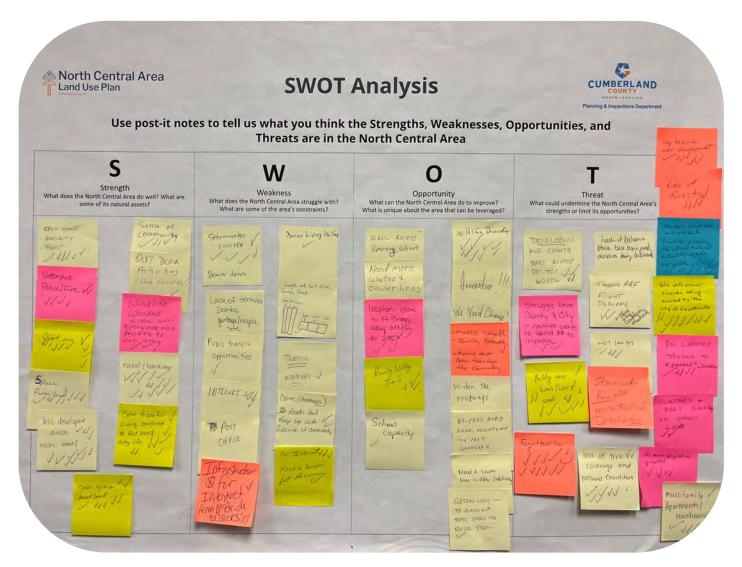
The North Central Land Use Plan area is located in the north central part of Cumberland County and is generally described as follows: Bounded to the north by Harnett County, to the south by the City of Fayetteville, to the east by the Cape Fear River and to the west by Fort Bragg, Johnson Farm Road, Elliot Farm Road, and the Town of Spring Lake Municipal Influence Area (MIA). The North Central area is comprised of 2 tip rodes. The North Fayettevile area zip rode (orange) is 28311 and the Linden area zip code (blue) is 28356. These zip rodes represent a natural divide in the urban and rural portions of the plan area. Throughout the activities, you may be asked to vote in accordance with your zip rode. As the needs and desires of residents in urban areas are often different than residents in rural areas, this method will help planning staff accurately capture the sentiments of residents in both areas.

This was the first station at the kickoff meeting, with a reference map of the plan area boundary and zip codes in the plan area. The first map shows the plan area, notable landmarks (such as schools, Linden Town Hall, etc.), and municipal areas of influence (MIA). MIAs are regulated by Cumberland County Planning & Inspections, however, parcels within a MIA boundary may have to adhere to certain provisions out of a municipality's provision ordinance. For example, if someone wanted to subdivide their property in the Linden MIA, they would be subject to certain provisions of the Town of Linden subdivision ordinance. Being in the MIA does not mean a property owner will be forced to annex into the municipality. Annexation may only occur if the property owner voluntarily agrees to annexation.

The southern portion of the plan area falls within the 28311 zip code and the northern portion of the plan falls within the 28356 zip code. Due to the size of the plan area, participants were asked to give feedback based on their zip code.

SWOT Analysis & Visioning the Future

This station was an open-ended activity where meeting participants were asked to fill out the SWOT analysis table, annotating strengths, weaknesses, opportunities, and threats in the plan area. Participants were also able to write down their vision for the future of the plan area. See responses to these two activities in the provided photographs and on the following pages. Some responses received multiple votes, and those with multiple votes will have the total count noted next to the response in parentheses.



SWOT Analysis Poster: Participants were asked to leave post-it notes in the Strength, Weakness, Opportunity, and Threat categories describing current conditions in the North Central Area summarized on page 30.

SWOT Analysis & Visioning the Future



Visioning the Future Poster: Participants were asked to leave post-it notes and acknowledge shared desires for vision for the North Central Area future.

- YMCA, help centers, and fitness areas (3 in support)
- Wildlife preservation (10 in support)
- Community areas (1 in support)
- Improvement in Stormwater Management (PBS Frontline Show Broadcast; November 1, 2022)
- Improvement on sidewalks, Improvement on parks/area recreation (2 in support)
- Less development, 2 acre lots, require trees to be planted (10 in support)
- More public transit
- No more population growth! (9 in support)
- Prevent, slow, and if possible reverse annexation by the City of Fayetteville within the plan area (5 in support)
- Large commercial development
- Balance between development and infrastructure. No Raleigh traffic situation! (1 in support)
- Less development, tree protection areas (5 in support)
- Stop the use of dogs for hunting! (1 in support)

- The communities that are accessed by Johnson Farm Road and Eliot Farm Road should never be connected to the communities accessed by Ramsey Street (2 in support)
- Community center with a splash pad, Grocery Store, Light Industrial Less growth (7 in support)
- Get rid of zero-lot line developments (11 in support)
- Space and farmland (6 in support), Movies (2 in support), and shopping center (4 in support)
- Mom and Pop stores (2 in support)
- "My vision is to win the lottery and buy all the land in Linden so there will be no more new houses" (5 in support)
- Entertainment music, non-franchise restaurants, shopping outlet (2 in support)
- More community engagement, a movie theater would be great. Less growth is good, like to have lots of outside living space.
- 28311/Shaw Heights Beautify and clean up from I-295 to downtown. Protect 2000 feet on each side of Murchison Road for commercial development
- Minimal development no less than 2 acre lots and 200 feet road frontage (1 in support)
- Keep family farms, too much development (8 in support)
- Linden does not need annexation (11 in support)
- Capitalize on the state park, neighboring forest and local agriculture (2 in support)
- Stay out of our area. No interest! (8 in support)
- A complex that has a theme with assorted shops, places for entertaining children and adults, food services, attractive landscaping (1 in support)
- Develop tourism infrastructure, launch "Big Push" investment, affordable quality housing, safe community (1 in support)
- Maintain agriculture and encourage future farmers to learn about sustaining, growing, and supply for food sources (6 in support)

Population & Housing

North Central Area

Land Use Plan

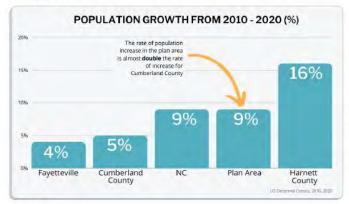
The population & housing station provided area statistics on the residents, housing, and residential land use in the North Central Plan Area.

North Central Area Population



How many people live in the North Central Area?

There are approximately 17,094 residents in the North Central Plan Area. This is a 9% increase in population since 2010, where the population was approximately 15,697 residents. This rate of growth is higher than Cumberland County (5%) and the City of Fayetteville (4%). North Carolina grew at a similar rate of 9% over the decade, and neighboring Harnett County saw a population increase of 16% due to development pressures and opportunities surrounding the Triangle. The North Central Plan Area serves as a transitional region between Fayetteville and Harnett County and is likely prime to see continued population increase as Harnett County continues to grow.



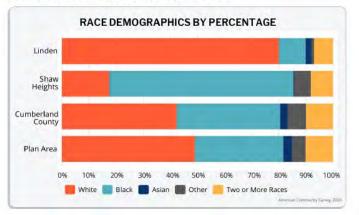
Small Areas



Linden: The Town of Linden has approximately 136 residents as of 2020, which is a 5% increase from 2010 where they had 130 residents. Linden is growing at about the same rate as Cumberland County.

Shaw Heights: The Shaw Heights community has approximately 842 residents as of 2020, which is a 27% decrease from 2010 where there were 1149 residents in the neighborhood.

Who lives in the North Central Area?



The plan area is 49% White, 33% Black, 3% Asian, 10% two or more races, and 4% identify as other. Comparatively, Cumberland County is 42% White, 38% Black, 3% Asian, 10% two or more races, and 5% identify as other. The Town of Linden is not as diverse, as it is 80% White, 10% Black, 2% Asian, 7% two or more races, and 1% identify as other. Shaw Heights is much more diverse as it is 68% Black, 17% white, 8% two or more races, and 5% identify as other.

North Central Area Population Quick Facts

10%

Identify as Hispanic

of Any Race

92%

Have a High School

Diploma or GED



32%

Have a Bachelors

Degree



32%

of 20

2.32

Average

Household size



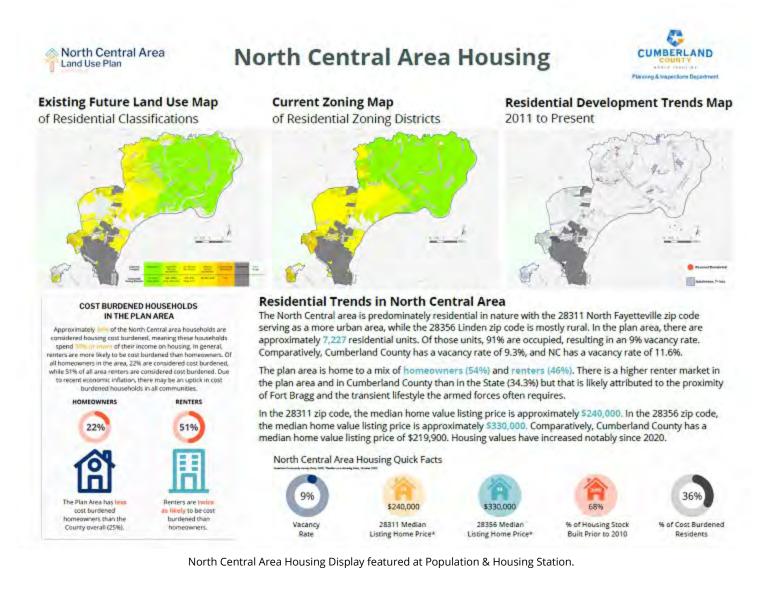
Identify as living with a disability



Median Household Income

North Central Area Population Display featured at Population & Housing Station.

Population & Housing



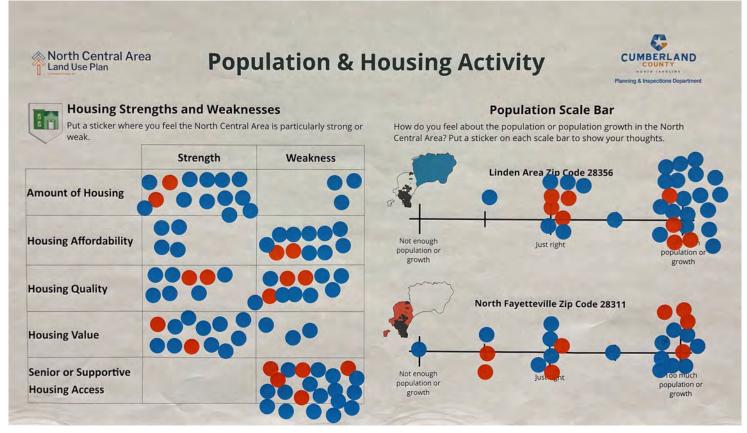
Population & Housing



North Central Area Population & Housing Activity featured at Population & Housing Station.

At this station attendees voted on what residential density they preferred within the plan area. Both the 28311 and 28356 zip codes selected agricultural large lots and rural residential lots as their preferred density in the area. Suburban residential lots received a few votes for both zip codes. In the 28311 zip code, denser single family lots, townhomes, apartment complexes, and mixed use housing also received votes.

Population & Housing



North Central Area Population & Housing Activity featured at Population & Housing Station.

At this station, attendees noted that the amount of housing and housing value were strengths in the plan area, while housing affordability was mostly perceived as a weakness. Attendees had split responses on whether housing quality was a strength or weakness. Senior supportive housing access was perceived as a weakness in the plan area.

Attendees also voted on how they felt about the population growth in the plan area by zip code. 28356 residents' responses about population growth were mostly skewed towards too much population growth, while some felt that the population was just right. In the 28311 zip code, residents had mixed opinions on the population growth, with half of the responses noting too much population growth.

Employment Trends & Sectors

The Employment Trends & Sectors station provided statistics on the labor force in the North Central Plan Area, how many people are working, and what capacity/industry they are employed with. This station also provided information on existing commercial and industrial land use in the plan area as well as information about development within the watershed.

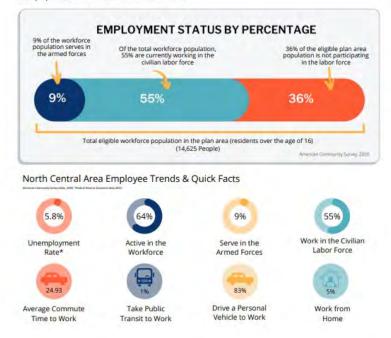
North Central Area

Employment Trends & Sectors



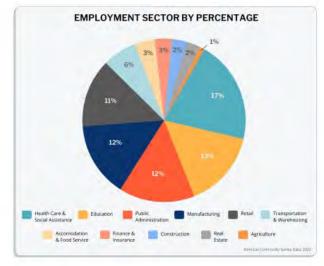
Where do people work in the North Central Area?

Of the eligible working population in the plan area, 64% is in the active labor force. Within the active labor force, 55% of the Plan Area population is employed in the civilian labor force, and 9% are employed through the armed forces. The plan area has a smaller armed forces population than Cumberland County overall (12%), but it is still much higher than North Carolina's population of people serving in the armed forces (1%). In Linden, 60% of the population is in the civilian labor force, and in Shaw Heights 59% of the population is in the civilian labor force.



The most common employment industry in the plan area is healthcare & social assistance (17%). Educational services is second-highest (13%), then public administration (12%), and manufacturing (12%). The most common industry residents of Linden are employed by is retail (21%), followed by educational services (15%), then manufacturing (12%) and construction (12%). In Shaw Heights, the most common industry that residents are employed by is accommodation and food services (20%), followed by retail (17%), then health care and social services (16%).

As of September 2022, the **unemployment rate is 5.8% in Cumberland County**, which is higher than North Carolina which has an unemployment rate of 4.8%. The Town of Linden has an unemployment rate of 2%.



North Central Area Employment Trends & Sectors display.

Employment Trends & Sectors

North Central Area

Industry Trends and Land Use

Existing Land Use Map Commercial/Industrial Classifications

Current Zoning Map Commercial/Industrial Districts



Comparing the Existing Future Land Use Map to Current Zoning

Although this plan area is predominantly residential, there are pockets of commercial and industrial activity. Approximately 1% of North Central's developable land area is currently zoned commercial and 2% is zoned industrial. The combined Future Land Use Map for North Central (2011), North Fayetteville (2003), and Shaw Heights (2008) calls for up to 2% of developable area to be commercial & 3% to be industrial. If residential development continues to rise in the plan area, there may be a need for more commercial land use in the area to support the individuals living in the community.

The largest industrial node in the plan area is home of the Goodyear Tire Plant, which is the 6th largest employer in the County with approximately 2,500 employees. Other large county employers are present in the North Central Area including Cape Fear Valley Health System, Cumberland County Schools, Wal-Mart, and Food Lion. As this area grows, it may become desirable for future economic development opportunities both commercially and industrially. Developmental Considerations Map Hydrology Features

MBERLAND

WATERSHED DEVELOPMENT

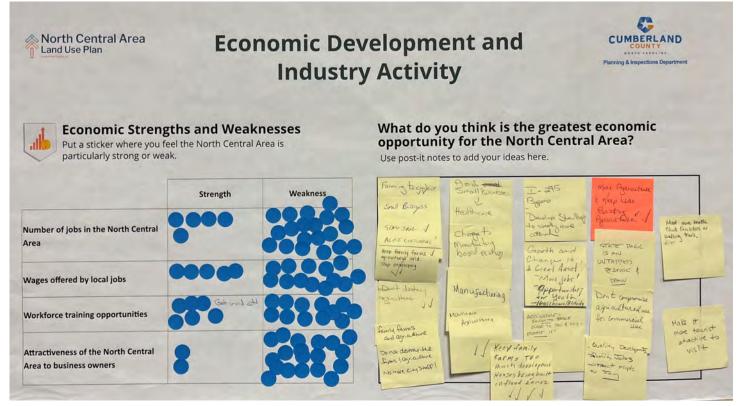
The map above shows hydrology elements located in the plan area including the floodway, 100 year flood, and 500 year flood, along with watersheds. In the plan area there are 3 watersheds present. The largest is the Cape Fear River, followed by Cross Creek, and Little Cross Creek.

The presence of these hydrology features does not preclude the area from commercial or industrial development; however planners, developers, and business owners will need to collaborate to ensure thoughtful development tactics are utilized that will protect water quality in the area. Cumberland County has a Water Supply Watershed Management and Protection Ordinance, and development in the watershed is regulated through the County Planning & Inspections Department,

North Central Area Industry Trend and Land Use Display featured at the Employment Trends & Sectors Station.

Employment Trends & Sectors

Activities at this station included strength and weakness questions about area business and economics, as well as an open-ended comment box asking what participants felt was the greatest economic opportunity in the area. See below for the results of this activity.



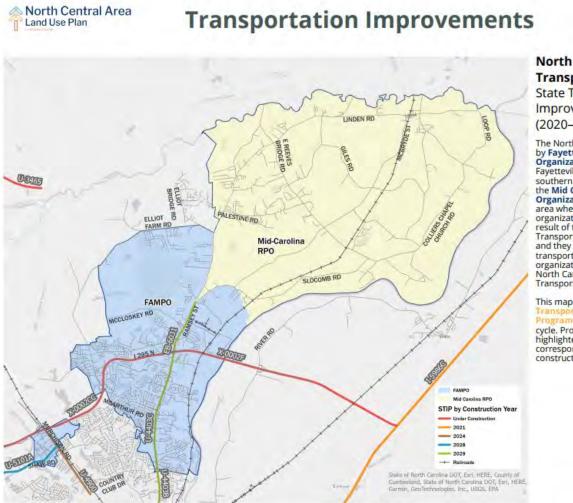
North Central Area Economic Development and Industrial Activty Display featured at the Employment Trends & Sectors Station

At this station, attendees voted on whether they felt the number of jobs, wages offered by jobs, workforce training opportunities, and attractiveness for business owners in the plan area was considered a strength or a weakness. Across categories, respondents noted that economic development indicators were perceived as a weakness.

When asked what the greatest economic opportunity for the North Central Area was, respondents noted things including agriculture & farming, manufacturing, small businesses, and bringing tourists to

Public Services & Quality of Life

The public services and quality of life station provided statistics on public service providers in the North Central Plan Area, including public utility providers and first responders. For quality of life, the station covered topics including childcare, education, and healthcare access. There was also a poster at this station that discussed transportation improvements that are upcoming in the North Central Area, as slated by the NC Department of Transportation (NCDOT).



CUMBERLAND COUNTY Planning & Inspections Department

North Central Area Transportation Map State Transportation

Improvement Program (2020—2029)

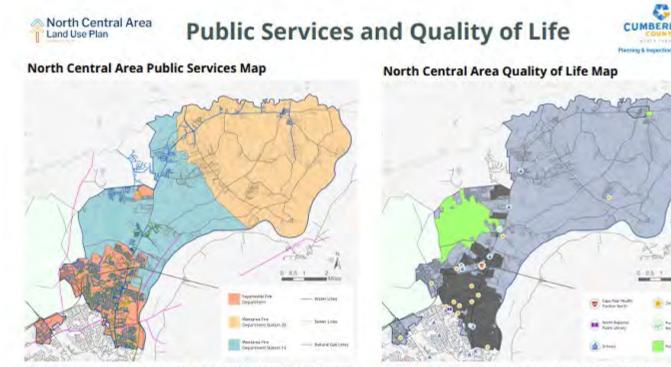
The North Central Plan Area is serviced by Fayetteville Area Metropolitan Organization which serves the Fayetteville Metro area and covers the southern portion of the plan area and the Mid Carolina Rural Planning Organization which serves the Linden area where it is more rural. These organizations were established as a result of the Federal Surface Transportation Assistance Act of 1973 and they receive federal funding for transportation related projects. Both organizations work closely with the North Carolina Department of Transportation (NCDOT).

This map is the NCDOT State

Program (STIP) map for the 2020-2029 cycle. Projects on the map are highlighted in various colors that correspond with the identified construction year for the project.

North Central Area Transportation Improvements Display featured at the Public Services & Quality of Life station.

Public Services & Quality of Life



First Responders: For law enforcement, the plan area is serviced by Cumberland County Sheriff's Department. In City of Fayetteville municipal limits, Fayetteville Police Department responds to law enforcement calls. Fayetteville Fire Department services the incorporated portion of the plan area and Shaw Heights, while Westarea Fire Station 20 and 15 service the unincorporated portion in the County and the Town of Linden.

Utilities: Within the plan area, various water utility lines exist. PWC, The Town of Linden, and Harnett County provide water service to parcels that are unable to utilize personal wells. In the southern portion of the plan area, PWC offers sewer service. Cumberland County also offers sewer service to the Kelly Hills Subdivision through NORCRESS. There are natural gas lines present in the plan area, owned by Piedmont Natural Gas and Colonial Pipeline. Parks & Recreation: Within the plan area, there are 3 public parks and recreation facilities, including Carvers Creek State Park Sandhills Access, Pine Forest Recreation Center and the Little River Community Park with an outdoor play area, splash pad, basketball court, and walking trail.

AND

Education & Childcare: There are 5 public schools located in the plan area and 2 private schools. All grade levels are covered in the plan area. Cumberland County Public Library has one branch in the plan area, the North Regional Library on McArthur Road. There are 17 childcare facilities within the plan area. 11 are located within Fayetteville city limits, and 6 are located in unincorporated portions of the plan area.

Health Care: 92% of the noninstitutionalized population in the plan area has health insurance. In the plan area, Cape Fear Valley Regional Hospital has a Health Pavilion that offers both primary care and limited emergency services.

North Central Area Public Service and Quality of Life Display.

Public Services & Quality of Life

The activity at this station was a strength and weakness voting question about public services providers as well as quality of life indicators. See below to view results of the activity.

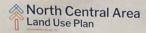


For Public Services indicators, participants voted that public transportation, road quality, walkability, supportive services, and utility quality & access were weaknesses in the plan area. Participants had mixed opinions on police services, educational quality and access, and emergency preparedness with split votes on those being a strength or a weakness. Participants generally viewed fire services as a strength. Although folks had mixed feelings about public services in the area, one participant noted that just because something may be perceived as a weakness doesn't mean the community wanted to see improvements.

For Quality of Life, most indicators were perceived as weaknesses. Quality food options, internet access, childcare options, outdoor recreation options, community-based events, and entertainment options for adults received more votes for weakness as opposed to strength. Participants had mixed opinions on entertainment options for kids, with about half of the responses indicating it to be a strength, and the other half indicating it to be a weakness.

Rural Character Preservation

Due to the rural nature of this plan area, the last station of the kickoff meeting focused on Rural Character Preservation. This station provided statistics on land currently enrolled in the Present Use Value Program and the Voluntary Agricultural District Program, as well as Countywide statistics on agriculture. The station provided information about rural character preservation techniques and planning practices and had an activity that asked respondents how they felt about rural character preservation strategies being utilized in the North Central Area. Respondents were mostly in favor of rural character preservation by the attendees, with some responses stating they were unsure or neutral about those techniques. See the poster and activity response below.



Rural Character



Agriculture in the North Central Area

Agriculture as an industry is important for Cumberland County. Only 1% of plan area residents work in the agricultural industry but approximately half of the plan area (49%) is enrolled in the present use value program, indicating agricultural lands in the plan area. North Carolina ranks in the top five for several commodities, including: No. 1 in sweet potatoes; No. 2 in turkeys; No. 3 in hogs and pigs; No. 4 in cucumbers and broilers; and No. 5 in peanuts, upland cotton, bell peppers and burley tobacco. You can find all of these commodities being produced in Cumberland County.



AGRICULTURE LAND PROGRAMS

Present-Use Value (PUV) is a deferred tax program available to landowners that uses the value of land in its current use as agricultural, horticultural, or forest land. 49% of the plan area is enrolled in PUV.

The Cumberland County Voluntary Agricultural District (VAD) is a program where farmers can enroll their farms to encourage the preservation of farmland. 5% of the plan area is enrolled in VAD.



Preserving Rural Character

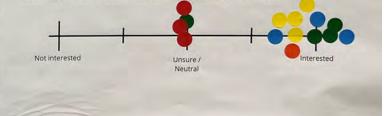
The North Central area is sandwiched between two areas that are developing rapidly, pressuring wildlife habitats and active farmland. Tactics such as the use of conservation subdivisions, enrolling in the Voluntary Agricultural Program, or entering land into a permanent conservation easement are all tools towards stabilizing and preserving rural character in areas.

The image below is an example of a conservation subdivision, also known as a cluster development. In rural areas these can be useful because it still leaves developmental value on the properties, but it also encourages more land to be conserved for open space, leads to less disturbed habitat, and requires less treated lawn area.



Rural Character Activity

How do you feel about rural character preservation strategies in the North Central Area? Put a sticker on the scale bar to show your thoughts.



Values Survey

North Central Land Use Plan — Values Survey

Question 1: What do you like most about the North Central Plan Area? What makes it unique? What brought you to the area?

Verbatim Responses

- Used to like the rural setting before the construction boom
- Rural
- NOTHING... STAY OUT OF LINDEN!!!!
- That it got me out of THE HELL HOLE CALLED FAYETTEVILLE!!!!
- The small-town rural atmosphere of Linden.
- That it was more country and not in Fayetteville
- Not in the City—at least where I live!
- Quiet and privacy with medical facilities, shopping needs within a 30 min drive.
- I grew up here. It is a rural area with less people but I can drive to almost anywhere within 20 minutes.
- Less traffic. More open spaces. Trees.
- Quiet, more land, less traffic, lower crime
- Native- born and raised. Here
- It's a quiet and peaceful area
- I like the fact that it is not overly developed. We want to live in a "country setting". We like it quiet, lots of natural scenery !
- The beautiful nature, quiet, and safety
- A quaint and quiet area within close proximity to high interest areas (North Fayetteville shopping areas and Fort Bragg). We were looking for an area large enough for our kids around without the worry of high traffic.
- Rural
- Family owns land. It was quiet.
- I was drawn to the area for the lack of development. Fayetteville is congested and developing rapidly and I like the opportunity to go home and get away from all the hustle/ business

- The quietness, the amount of farmland. Less people and less populated.
- Born and lived here. Unlike most of Fayetteville it is not a "concrete jungle" it is not overcrowded. There is genuine land that you can live on and feel like you are in the country and not simply in a landscaped park.
- Less traffic, quieter rural area but still close to what I need. We like the small town feel without being completely in the sticks. Lots of retirees on the north side.
- It's quiet, it's country, no traffic, no stores
- Rural, less traffic and less artificial noise
- Born and raised here
- I was born and raised in Linden. I love the quiet sanctuary it is. I feel as though slowly becoming overcrowded.
- Quiet, country living without the crime, traffic and trash of Fayettehell!
- I was born and raised here. I enjoy being close to town but not in town. I love the small town feel of this side of town.
- Quiet rural living close to town
- Low population and country living
- Government needs to stay out of our area
- Familiarity native Fayettevillian (North) we retired from the military and decided to come back home
- My husband has living in Linden all of his 42 years of life. His father and grandparents (both sets) have over 100 years combined. We want to live and raise our children in a place where they can be free. Free to play, free to ride, free to hunt, grow their own food, and be as self-sufficient as possible. We love our community.

Community Engagement Values Survey

Values Survey (Continued)

Continued (**Question 1:** What do you like most about the North Central Plan Area? What makes it unique? What brought you to the area?)

Verbatim Responses (continued)

- Leave Linden alone, no annexation. Have lived in Linden all my life and own many acres of farm & woodlands (family land).
- That you are leaving Linden alone. Have lived in Linden all my life and it is becoming urban. I prefer rural.
- Safe area to live
- Rural family farms and agriculture. Small farm community with quiet life style
- Rural, family farms, quiet, country life
- My family part of this area is the rural, farm feel. I love the open agricultural areas. I enjoy waking up and not seeing houses across the street or behind my house.
- Mix of houses and rural areas
- Property owner
- Undisturbed nature, easy traffic, landscape
- The property I own a quiet non-crowded neighborhood
- The spacious lot I have
- Born here
- Country living, wildlife
- Rural-suburban atmosphere but within a reasonable commute to work and shopping. Overdevelopment is ruining this quality of life slowly but surely. In our Longleaf area, overdevelopment of adjoining subdivisions has led long-established retirees to sell and move, we hate this.
- I like how it is spread out in my area, few neighbors and formerly little noise (not anymore). The miliary brought me here, and I enjoyed my solitude until now. There are new houses being built everywhere.
- Peace
- Lifetime resident. Rural character and the sense of community.

- Quiet and calm feeling. Born here it's home.
- If we keep farmland and if neighborhoods come the houses must have 2-4 acre lots.
- I like the State Park the most unacknowledged asset! For land/Ag land brought me to the area.... It's still (barely) financially feasible.
- I like the space, the quiet, the small-town feel, like we are away from everything.
- The country atmosphere and the way it looks. Less traffic.
- Quiet neighborhoods and open space
- That it is outside city limits and lightly developed
- It's close to town, but still feels like the country. We like the privacy and rural feel, but enjoy the convenience of being a short drive from retail.
- It's not littered with mini shopping plazas, and walmarts etc. Moved here cause we are in the country but also in a great neighborhood we are close enough to walmarts, grocery stores etc. But not in our backyard.
- It's quieter than Fayetteville, has good schools, and has a good commute to post.
- Quiet and low crime
- I am an out of town property owner, so I do not live in the area. However, my properties are in the Shaw Heights area, and when I have visited the properties, I thought it was well located in between Ft. Bragg and downtown Fayetteville.
- Marriage, husband was lifetime resident of Linden, NC. I like the simple life.
- Born & Raised

Values Survey

Values Survey (Continued)

Question 2: What things do you wish were different in the North Central Area? List specific things you do not like about the area.

Verbatim Responses

- Too much new construction, both residential and business. Utilize what exists or tear down and build on existing location.
- Tear down and build on existing home sites. Less new building on empty lots.
- There should not be a "plan". This is a fascist dictatorial move- forcing free citizens to join something they don't want! We moved here to get away from the Fayetteville government and especially PWC!
- I "wish" there was no plan. As always, we the citizens are being asked to pay \$ to a government that doesn't serve us!!!!
- I do not like all of the developments going in.
 I do not like the idea of being annexed by Fayetteville. If I had wanted to live in a "city" I would have purchased a home there.
- None. I love this area.
- There is no community rec center; no place for senior citizens to gather or that offers kids something to do after school. Not even a park with swings, etc. We need something that residents can walk to. No grocery stores either. Bus service is very limited. No County involvement at all unless requested. Very difficult to get illegally dumped items picked up.
- Potential for rezoning for industrial uses.
- No services in my area. To get to a County landfill/recycle site, I have to drive to Spring Lake. My area is car dependent. To access parks/rec activities, I have to drive to another area—probably inside or at least go through the City limits to get there. No convenient places to shop. No grocery, pharmacy, fast food, or employment opportunities.

- Grocery store serving the northern areas of the plan along Ramsey St.
- Lack of amenities, limited food delivery.
- New growth, no access to city water or sewer, no police protection.
- Running trails.
- Lack of high-speed internet options. I do wish we had high speed cable in our area.
- Speed limits, the insane amount of trash that is dumped in Linden, and the limited school transportation as well as school or community activities.
- Speed limits in our immediate area are easily disregarded by most drivers which make it a hazard for homes near the main roads (McBryde, Giles, Main). Wish there were more community parks with other family centric amenities.
- Road conditions. Big trucks on back roads.
- Building of neighborhoods. Individual 2 acre or more lots are better for the community.
- I wish the amount of neighborhoods popping up would decrease. The area is becoming overpopulated.
- I do not like vast paved areas, cheap spec homes built only for people not planning on living there long, too many nationwide restaurant franchises, people who have a problem with hunters, homes built so close together they share a driveway.
- BETTER INTERNET for kids education. Not so much nepotism and insider info. Need a doctors office, dentist and safer bus routes for kids. Need sidewalks or bicycle trails. Streetlights in area kids may walk.
- Too many subdivisions. Losing too much farmland.

Community Engagement Values Survey

Values Survey (Continued)

Continued (**Question 2:** What things do you wish were different in the North Central Area? List specific things you do not like about the area.)

Verbatim Responses (continued)

- More restaurant choices not just fast food, • senior center with lots of activities, schools need to be improved and rezoned to accommodate all the new families (Linden needs it's own schools). Roads widened/ shoulders on roads for safely pulling over in an emergency on roads like Elliott Bridge and Elliott Farm, Ramsey needs to be widened to 2 lanes on each side all the way to Lillington with all these new communities that have increased traffic. Need an exit from 295/95 for Lillington to not drop off all that truck traffic on Ramsey. It's part of the traffic congestion problem here. Too many large trucks coming through past Goodyear to Lillington. Northside needs a movie theater, improved bowling alley, better/larger Rec center for the kids. College Lakes is not cutting it and cannot accommodate the expanded north side and still too far for kids out in the rural side/Linden/southern Harnett Co to go to. Same with needing a senior center, better medical care options. If you are going to build houses out here there needs to be improved cell phone signal, internet and activities for families besides medical care/VA services. There
- S a huge military presence here.
- The way it'd being built up. Subdivisions popping up everywhere.
- I wish Linden had better access to internet. CenturyLink is a terrible company that charges \$50 for 3 Mbps, that's the same price Spectrum charges for 400 Mbps.
- That the dirty city is moving way too fast out this way!
- Nothing. Leave it the way it is.

- Lower crime.
- Government screws things up.
- The obvious concern for the residents due to the overbuilding and deforestation. There are ways to develop responsibly. But when it is all about the bottom line, (i.e. tax dollars), the County/City developers are all on the same team.
- Less development. Wildlife is suffering. The deer are showing up in residential areas. The wildlife is compressed between development. Flooding and drainage issues will worsen with the over-development.
- Too much development, poor internet, poor response time.
- Less development Better police services need broadband.
- Traffic management.
- Developers and encroachment from people with money that want to make our land commercial.
- Developers would stay away people who want to make Linden a city.
- If I wanted to change, I wouldn't have moved to this area.
- Less apartment buildings.
- No housing.
- Upgraded school.
- No good restaurants or movie theatre. Lack of medical facilities. Lack of upscale retail.
- Too many people.
- Growth and development.
- The type of housing being built (high prices, inexpensive materials) is too densely built. No privacy berms/trees to give privacy from the road and make it less cluttered-looking for those driving by. Roads narrow in subdivisions. Broadband service subpar.

Values Survey

Values Survey (Continued)

Continued (**Question 2:** What things do you wish were different in the North Central Area? List specific things you do not like about the area.)

Verbatim Responses (continued)

- The City of Fayetteville needs to change, too many low income houses. The county does not support rural areas.
- Overdevelopment of subdivisions. • Overpopulation/population growth. Terrible traffic getting worse due to over development. You are destroying the charm that brought us here almost 20 years ago. More dollar stores, tattoo shops, convenience gas stations, car washes, and fast food joints is not progress. Annexation by the City of Fayetteville will destroy what is left of the rural-suburban charm that still exists. NOTE: your process is flawed in that there is no cost associated with all the goodies suggested as improvements. A lot of attendees engaged in irresponsible wanting. Notes on check box questions: Workforce education and training only "for skilled, professional jobs." Attract new businesses, but the right businesses. Quality not quantity! Solve the unnecessary overpopulation and traffic management will largely fix itself. I want to stay on Harnett water, not Fayetteville!!! Quality food access means no more fast food joints. How about organic bakeries, organic food stores, organic butchers, protected cafes, good quality delis, dim sum, Mediterranean food. Maximize permanent conservation land use, let our plan area be green in perpetuity. No more national chain stores. Overpopulation and overdevelopment, and encroaching annexation by the City of Fayetteville is ruining the area.
- All the new development. The wetlands.

- No convenience stores in northern most part of this plan area. No restaurants.
- No annexation to Fayetteville at all. Moved out of the city.
- (1) Disconnect between developer plans (e.g. CRA) and County/City/DOT plans. Who is in charge?!? (2) County and City do not (as far as I can tell) talk to each other.
- Would like more nice parks with walking trails and greenways. Would like a Trader Joes right off the 295 to prevent traffic.
 Would like 401 widened to 4 lanes all the way to Lillington. Have a sign ordinance to make it look nicer. Raise littering fines to 500 first offense, 1000 second, and 2500 third.
- Production home developments.
- The new subdivision.
- I would like more grocery store options.
 Harris Teeter or a Publix would be awesome!
 High speed internet, such as Google Fiber.
- All the annexation going on and adding shopping stores. People moved out this way to get away from the city.
- Nothing.
- For Shaw Heights specifically, sewer and better policing would be huge. I would also be nice if a lot of the run down properties were improved and more business was brought into the general area. After all, it seems to be a great location.
- All the new housing development (coming all at once).
- All the new housing developments moving in on old farm land.

• Nothing

Community Engagement Values Survey

Values Survey (Continued)

Question 3: What is your vision for the future of the North Central Plan Area? Describe what you would like to see?

Verbatim Responses

- Common sense into building instead of corruption.
- Seeing buildings being refurbished, less new building on empty lots.
- I hope to be left alone to live in peace without being forced to pay astronomical prices to be hooked to sewer and without being taxed by a government that represent me! ALSO, why are none of the answers on the following questions not "leave us alone and stop trying to steal our money?" That's what we want. That's the most important housing topic, the most important business strategy, the most important public service and the most important quality of life topic.... LEAVE US ALONE.
- ALL HOUSES BUILT AFTER 2019 should be destroyed and all those homeowners shipped somewhere else. All questions below do not account for those of that will fight this illegal action tooth and nail!!!!!
- It would be great to get a few more nice restaurants and another grocery store on Ramsey Street instead of another car wash or convenience store. If housing developments are a must, make sure that they have at least 2 acre lots, but honestly I don't think we need anymore housing here in Linden.
- That you would leave it alone, as is.
- Improved community centric activities and locations without having to drive to or near Skibo.
- Less. There is enough stores and restaurants.
- To keep Linden a quiet country community.
- Less development with smaller lots.

- Less restaurants, less housing, less business.
- I would like to see a community center that is staffed and offers programming for senior citizens and children. Also has a splash pad. We need to be able to walk to the center. Transportation is very difficult. I would also like to see a grocery store. The closest place to buy groceries is Sam's Club which requires a membership. Very car dependent neighborhood.
- I'm too new to the area to answer this question at this time.
- My area needs a County landfill/recycle site. The residents would not have to drive to Spring Lake or City of Fayetteville to dispose of their waste. I believe this would also cut down on the illegal dumping. I'd also like to see a recreation center with a splash pad. The children do not have anything to do after school or in the summer.
- Well planned area with a good mix of open spaces/parks, quality grocery and food options in the north but not too overdeveloped.
- Maintain rural small town feel with a few more conveniences.
- Correct problems above, grocery store.
- Retain pastures and green space. Limit commercial development and home construction.
- Affordable senior housing would be nice. But other than that I don't really think we need much in this area. I'd like to see as much of the natural landscape kept as possible.
- Trash cleaned, speed limits enforced, taxes being allocated not to school board members but to teachers, bus drivers and bus transportation.

Values Survey

Values Survey (Continued)

Continued (Question 3: What is your vision for the future of the North Central Plan Area? Describe what you would like to see?)

Verbatim Responses (continued)

- Added housing areas that are properly • spaced apart, planned suburban shopping areas without excessive paved are and proper natural features. Pavement brings flooding and run off pollution in areas that we fish and swim in. Middle to lower middle class housing as well as properly governed and monitored affordable housing. Focus on natural parks and agro tourism. Growth that's not about developers making the most money they can with no regard for population density planning. Businesses that make Linden a self sustaining community and not just a big housing development for people to commute to Fayetteville. A grocery store! A school for this area!
- Everything I listed above. We like the small town feel but at the same time we are the forgotten side of Fayetteville. Everything seems to be catered to the south and western sides of Cumberland Co. Fort Bragg covers several counties and that needs to be taken into consideration when building and adding businesses and schools that so many move to northern Cumberland and Southern Harnett Co.
- I would like to see it left the way it is and stop building houses all over.
- Get more resources for the local community. Doctors offices, behavioral health specialists and dentists.
- I would like my area to stay as rural as possible.
- Much, much, much less growth! Keep ot country!!!!
- Stay out of our peaceful area.
- Look at your past mistakes. Stay away.

- Maybe a few new schools. Less spec houses. No apartments, shopping centers, or things like that.
- Trees & responsible development.
- More farming, more agriculture, homes on larger lots (2+ acres), no HOA, preserved land for hunting.
- Leave Linden alone, stop developing farmland. Leave farmland as farmland.
- Leave farmland as farmland. Less development.
- The land left alone. No more development or population growth. Keep the farms agriculture.
- Woods land undeveloped. No more population growth.
- I would like to see 401 stay a 2 lane road. I would like to see no more housing developments in the 28356. I want to keep our area rural.
- More walkable areas, more buses, more restaurants, and malls outside of the city.
- One (1) shopping complex possibly.
- I would like to see more growth. A gym or walking trail. I would like to see sewer come through my subdivision. More closer restaurants and manufacturing.
- Less development.
- Control development.
- Continue as a rural-residential area.
- More quality services and retail, not superfuel stations and nail salons and chain restaurants and ABC stores.
- More mom and pop businesses, not another Walmart. Notes: On quality of life: really is this the main topics?
- Less development.
- Control development.

Community Engagement Values Survey

Values Survey (Continued)

Continued (Question 3: What is your vision for the future of the North Central Plan Area? Describe what you would like to see?)

Verbatim Responses (continued)

- The vision of what we think will happen is dark. There is no reason to trust the City of Fayetteville. Prevent creeping annexation! What we would like to see: (1) Stop, slow, and where possible reverse population growth, (2) Maximize permanent conservation area land use, green belts, and woodlands, (3) Prioritize natural beauty, recreation, and quality of residential life over growth and sprawl, (4) Never let the City of Fayetteville annex anything in the plan area again, and (5) Allow those using Harnett Regional Water to continue to do so. No Fayetteville utilities!!!!
- Continue as a rural-residential area.
- More quality services and retail, not superfuel stations and nail salons and chain restaurants and ABC stores.
- More mom and pop businesses, not another Walmart. Notes: On quality of life: really is this the main topics?
- If homes to be built do not rezone what was a wetland on prior maps into being not wetland any longer. This is wrong. (?)
- Keep the city a city and the county agricultural. And NO annexation!
- Uncontrolled development (which is the current mode) must be reined in. Glad you are doing this. Utilities access – internet. I work in the area – farming.

- Do not change it. No apartments, no more housing developments, no shopping centers.
- Good schools, places to shop, nice restaurants, nice parks for recreation. I would love an aquatic center like the new one in Raeford.
- Keep it rural.
- Keeping it lightly developed, preserving the forest and green spaces.
- I would like to see a reliable internet provider lay fiber for high speed internet. I would like to see a grocery store somewhere between Goodyear and Elliott Bridge Road. Beyond that, I would home it will remain mostly the same. We love where we live and are not keen on the City of Fayetteville filling in around us.
- I enjoy the area as it is.
- For Shaw Heights, a convenient spot outside Ft. Bragg and Fayetteville with decent shops and living accommodations. I don't expect it to be one of the nicer neighborhoods, but it could be a nice, conveniently located neighborhood that is on the affordable end of the spectrum.
- Need 4 lane highway on 401 to Linden. If improving access to business financing means bring a bank to the area, then yes.
- Less development, less traffic.

Community Engagement Values Survey

Values Survey (Continued)

Question 4: Which Housing topics do you think are the most important for the Plan to focus on? Check the box(es) next to your top 3 topics of importance.

Housing Topic	Responses
Supporting redevelopment of existing housing	31
Increasing senior and supportive housing options	25
Encouraging new housing development	7
Increasing home values	23
Increasing housing affordability	15

Question 5: Which Business and Economic Development strategies do you think should be prioritized? Check the box(es) next to your topic 3 strategies of interest.

Business and Economic Development Strategy	Responses
Increasing job opportunities	33
Workforce education and training	42
Improving access to business financing	11
Attracting new businesses	12
Improving access to personal financing	11

Question 6: Which Public Services do you think are most important? Check the box(es) next to your top 3 topics of importance.

Public Service	Responses
Traffic management	39
Education quality	47
Utilities access	29
Safety services (fire, police, EMS)	44
Public transportation access	9

Community Engagement Values Survey

Values Survey (Continued)

Question 7: Which Quality of Life topics do you think are most important to you? Check the box(es) next to your top 5 topics of importance.

Quality of Life Topics	Responses
Entertainment options for adults	14
Medical services	32
Internet options	41
Quality food access	1
Entertainment options for kids	19
Childcare access & affordability	16
Public art	8
Retail options	11
Access to public parks	31

Question 8: Of the four categories mentioned above, which are the most important? Check the box(es) of the 2 topics that are most important to you.

Category	Responses
Business & Economic Development	7
Public Services	23
Quality of Life	54
Housing	14

Values Survey—Demographics

What is your ZIP Code?

ZIP Code	Responses	Percentage
28311	24	34.28%
28356	45	64.28%
Other: 27603	1	1.42%

Values Survey

Values Survey—Demographics (Continued)

What connects you to the North Central Plan Area? (Select all options that apply to you)

Connection	Response	Percentage
l am a renter in the area*	4	5.71%
I am a homeowner in the area*	61	87.14%
l am a property owner in the area*	28	40.00%
l am a business owner in the area*	10	14.28%
l am a key investor in the area*	2	2.85%
l work in the area	11	15.71%
Other: Drive through the area	1	1.42%
Other: Volunteer firefighter	1	1.42%
Other: Military retiree	1	1.42%

*Indicates multiple selection responses.

**Over a third of respondents selected two options, roughly 12% of respondents selected three options, and one respondent selected five options.

What is your racial/ethnic identity? (Select all options that apply to you)

Race/Ethnicity	Response	Percentage
White	48	68.57%
Black	6	8.57%
Hispanic	1	1.42%
Asian	0	0
Native Hawaiian or Pacific Islander	0	0
American Indian or Alaskan Native	0	0
Two or more races	7	10.00%
Missing	9	12.85%

**Survey responses with multiple selections were moved to the "Two or more races" option.

Community Engagement Values Survey

Values Survey—Demographics (Continued)

How old are you?

Age	Response	Percentage
Under 20	0	0.00%
20 to 30	4	5.71%
31 to 40	10	14.28%
41 to 50	20	28.57%
51 to 60	15	21.42%
61 to 70	8	11.42%
71 or older	10	14.28%
Missing	3	4.28%

What is your typical annual household income?

Annual Household Income	Response	Percentage
Less than \$15,000	1	1.42%
\$15,000 to \$24,999	1	1.42%
\$25,000 to \$34,999	4	5.71%
\$35,000 to \$49,999	8	11.42%
\$50,000 to \$74,999	9	12.85%
\$75,000 to \$99,999	14	20.00%
\$100,000 to \$149,999	16	22.85%
\$150,000 to \$199,999	10	14.28%
\$200,000 or more	2	2.85%
Missing	5	7.14%

Community Engagement Stakeholder Engagement

Stakeholder Engagement Summary

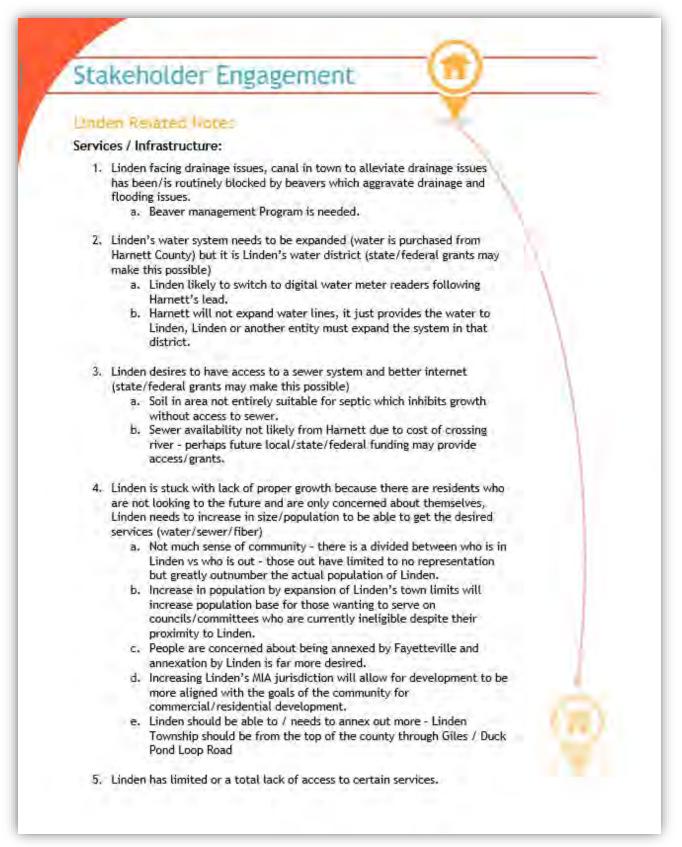
Area stakeholders were identified as apart of being a part of an individual group that had knowledge about the area's infrastructure, public services, economic development, housing, or a combination of all of the above. Stakeholders were contacted by e-mail or were directly introduced by the North Central Plan Area Steering Committee for their request for input.

To reach a diverse group of area stakeholders many organizations were contacted for their interest to participate; such organizations/stakeholders included government officials, local farms, public services representatives utility providers, local business Fort Liberty officials, developers, and area resident representatives.

In total 59 area stakeholders identified were reached out to. 23 interviews were completed of those who responded, were willing to participate, and ultimately completed the interview. Certain organizations had multiple stakeholder interviewees within the organization which were not counted as additional completed interviews.

Stakeholder interviews were conducted from October 19—November 3, 2023 and were conducted either by phone, in-person, or as a written questionnaire; whichever the stakeholder desired. The following pages are a summarization of the stakeholder results placed into categories of a related nature.

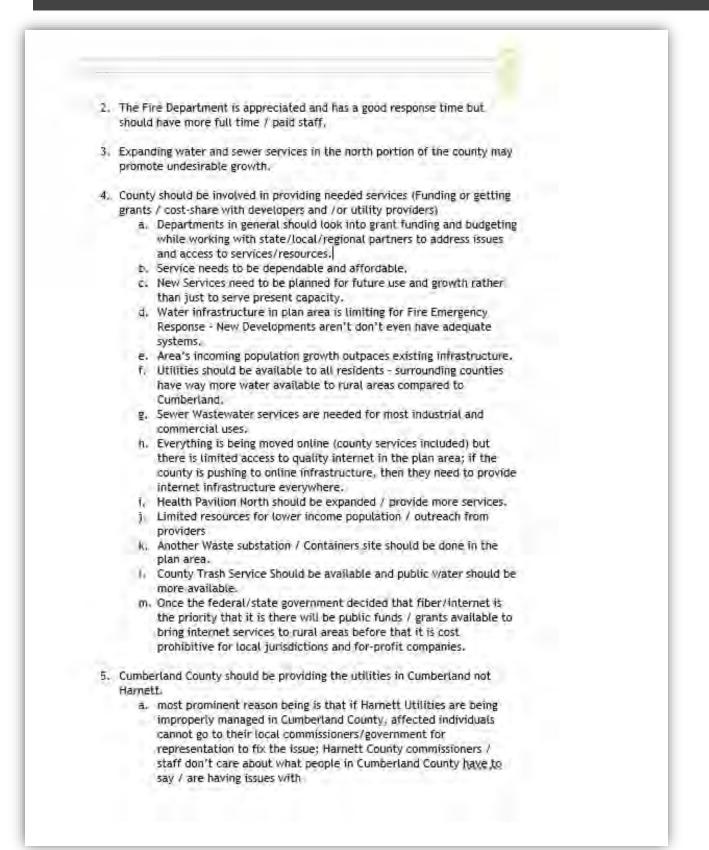
The following pages are notes and a rough summarization of the stakeholder input received put in various categories.



Stakeholder Engagement

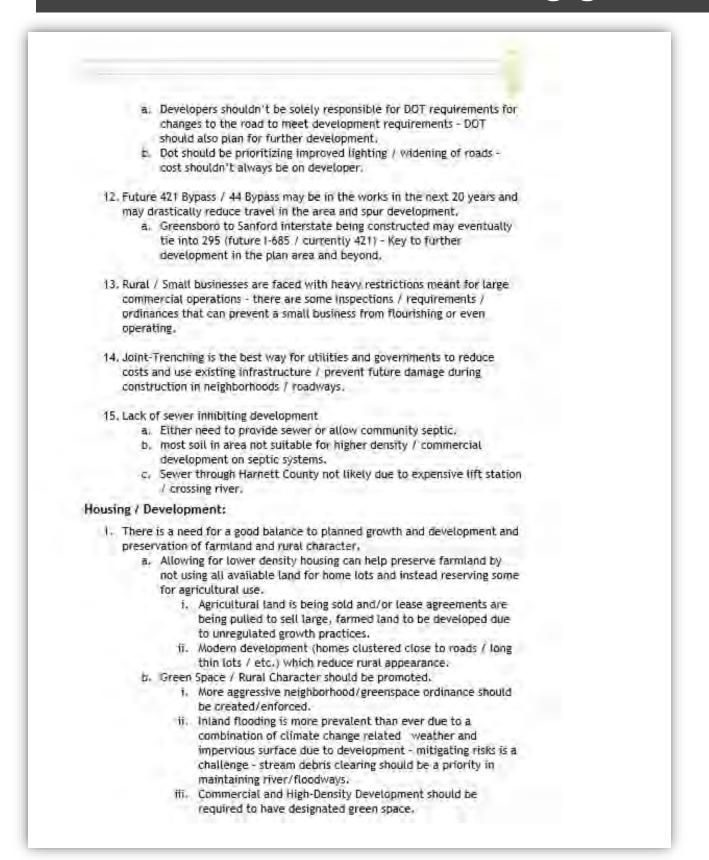
	 a. Transportation (Taxi's / Uber / Bus Service) / senior care services (Meals on Wheels / Transportation/ etc.) b. Far away from nearby necessities like health care / groceries / restaurants
	 c. Limited resources for lower income population / outreach from providers - Lack of services and information may force low-income residents to move closer to the city / urban areas.
6.	Linden Park should be built upon - ball fields / youth sports / events / etc.
7.	There is misinformation about what exactly the County / State/ Linden can do / is able to do in the plan area.
Hous	ing / Development:
4.	Linden Needs Development Support for both Residential and Commercial / Linden should receive support and be worked with - should be made a goal/priority.
2,	Rural / agricultural Character of the general Linden area should be recognized and maintained.
3.	Linden and the general area around linden have multiple run-down homes and businesses that need to be addressed by proper removal or revitalization.
4.	Reduce/Restrict Pencil lots (thin / small - need 1+ acre lots a. Would like to avoid neighborhoods and R40 Lots - Would prefer 2-10+ acre parcels rather than a 30 acre- 15 home subdivision spot development.
5.	Promote responsible developers.
6.	Development within / around Linden supporting unique dining options / short term lodging / small scale industrial will promote tourism / Fort Bragg/Liberty soldiers here temporarily for training can stay <u>In</u> the area and bring in revenue
7.	Sign Ordinance too restrictive for small / rural businesses / prevents properly advertising their business (especially A1 sign regulations) - limited road-side exposure can break a business.
- 01	In Frank story of company.
Servi	ices / Infrastructure:
	Sheriff's Office response time slow, lack of deputies in area is an issue /

budget should be increased for staffing levels and salary for retention.



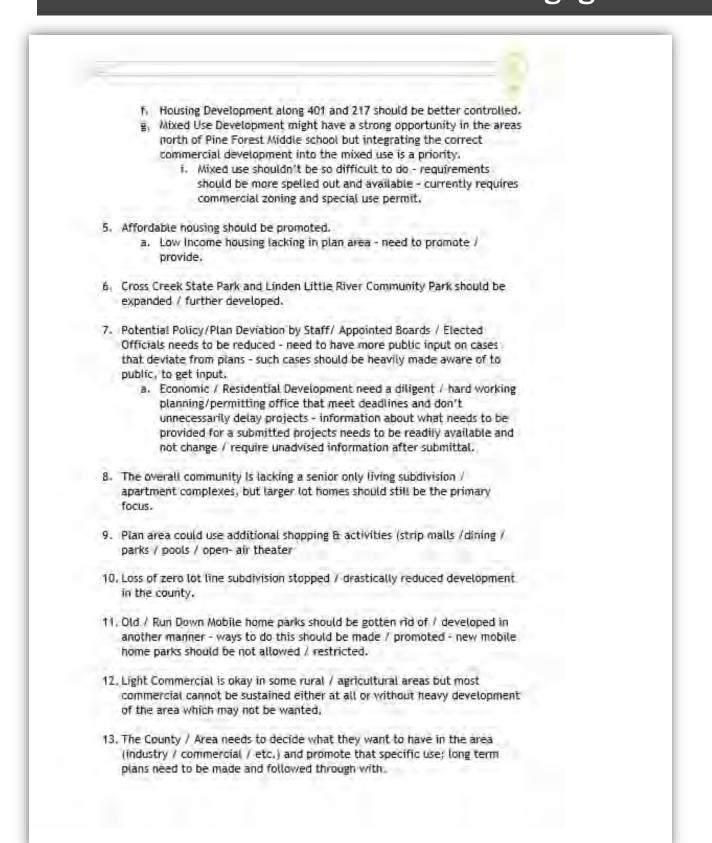
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	b. If services are going to cross county lines the policies between the two need to match (Harnett designs / provides specs for a system and then Cumberland County wants things changed)
C	Aqua currently only services small portion of plan area; works with new development to offer services - doesn't expand lines or service without development - does not provide wastewater services. a, Harnett Water District - Elliot Farm Bridge / Ramsey - McArthur Road up to Mccormic Bridge - River is Dividing Line
ī	ilectrical infrastructure near Goodyear is insufficient for new proposed ndustry/heavy commercial; there is the ability to get it there, but it loesn't currently exist on site.
- 1	Fransportation infrastructure could use development- traveling is require iving in the plan area with longer distance driving required for medical are / food (restaurants / groceries)
	 a. Some groups are fine with the distance of traveling for shopping / necessities to keep the area more rural / some would like those options to be more spread out in the plan area, so transportation and marginalized communities aren't so affected. b. Public transportation / rural transportation to the city of Fayetteville for low income / senior citizens needed.
(U Coreman (RR) has the ability to service the industrial area near Goodyear with access to CSX & Norfolk Southern using their lines; have the ability to run more frequently without much concern. a. RR Improvements in the immediate area need to be made so the line
	 can be full speed. b. Building neighborhood developments close to Rail lines is not a good idea as it leads to complaints / issues that can't readily be changed / addressed and limits future growth and development - Rail Serve site and corridors should not be developed residentially.
t	Plan area as a whole should have better road infrastructure / there are imes when a bridge / road is out and will drastically increase drive time / leavy construction delays / extreme detours.
	 a. Secondary roads are poorly maintained and need to be enhanced / improved. b. Side-Road infrastructure off Ramsey near goodyear is not sufficient.
	to serve large industrial client; preemptive infrastructure to service the area would greatly encourage industry and growth in that particular area.
	 c. 401N Should be 4 lanes north of Kelly Springfield
	Siggest challenge to development is that developer's foot the bill for all the nfrastructure.

Community Engagement Stakeholder Engagement



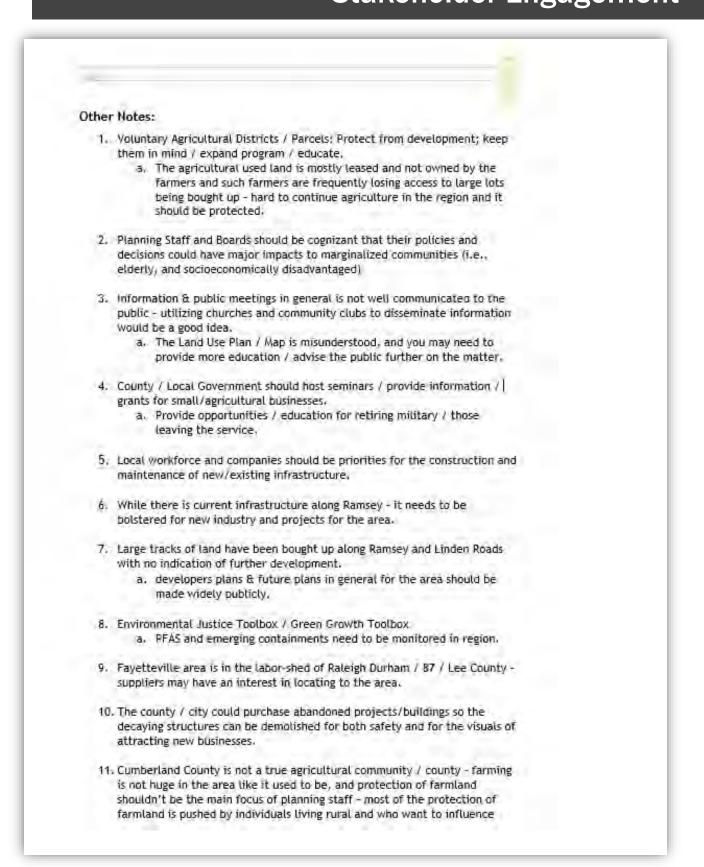
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	c. Clean / Non-polluting industries should be supported / promoted.
	 d. Area North of E. Reeves Bridge Road should remain Rural/Agricultural
	 Growth must be heavily regulated with strict zoning ordinance
	requirements (and enforcement)
2	Industrial / Residential areas should be protected from each other with
	adequate buffering / distances / uses - Potential industrial sites can be
	compromised by nearby residential developments.
	 Responsible industrial / manufacturing growth will provide higher
	paying jobs for the area than other commercial service/distribution
	jobs. b. Commercial & Industrial Development should be promoted over
	residential development - commercial provide more revenue and
	residential tends to be more of drain due to required services (long
	term services for residential are more costly in terms of the tax base
	compared to commercial entities
	 c. All intersections of major roads should be allowed to be commercial
	to allow for accessible grocery stores / showing / needed services.
3.	The schools are overcrowded - there needs to be a better teacher / student
	ratio / a new school would drastically benefit and service the community,
	a. Reilly Road School to be decommissioned? - may affect schools /
	people in plan area.
	b. Any further residential development within the North Central Plan
	Area, the school district will have to consider redistricting school assignment areas within the county, as the current capacity of
	school buildings located in the North Central Plan Area is insufficient
	to support further growth.
	c. New / improved schools promote development - a new school is
	needed in the plan area - once established it will promote
	 development in the area. i. Community College or children related school (either)
	1. communey concer of criticaten related school (crister)
4.	Focus locating commercial and industrial sites / development along Ramsey
	and areas near the 295 interchanges where similar activities exist and there
	is the infrastructure.
	a. 401 N Site (Near Goodyear) is prime manufacturing/industrial site apparturity for plan apparent to 200 / Capo Fact River / DR
	opportunity for plan area - access to 295 / Cape Fear River / RR b. Development along Ramsey will spur growth and services to the
	entire plan area.
	 Development should be promoted where existing services are available.
	d. Grocery store options and retail business south of Elliot Bridge Road
	can be promoted and provide for the entire area without having to
	expand into rural / agricultural areas.
	 e. Housing development should also occur along Elliot Bridge Road
	rather than expanding east into agricultural areas / these same

Community Engagement Stakeholder Engagement



1.00	Ellowed to forgeomore
Areas	a & Communities to examine:
1.	Eastover is a good example of mixed used Commercial / Residential / Agricultural
2.	Robeson County and Pembroke Community support for the LNG Plant Projects is an example of successful infrastructure planning.
3,	Carolina Gardens of Fuquay Varina is a good planned senior-only living subdivision.
4,	The cottages on Ramsey (Nandina Court?) are good examples of planned housing developments.
5.	Brunswick Forest (Leland, NC) is an example of a strong / ideal location/community (Walking trails / bike paths / poos & recreational facilities/parks with access to full commercial/entertainments services (grocery/theatres/gas/ coffee/special interest) Access to urgent care / pharmacy.
6.	Nashville / Clarksville - Good templates for planning and rail development
₹.	Examples of strong economic development / programs are Sanford Area Growth Alliance / Wake County Economic Development / Chatham Conty Economic Development
8.	Lee County / Sanford - Vinfast / Toyota are examples of good planned economic development.
9.	Sanford area is an example how multiple surrounding counties/jurisdictions got together to provide services across county lines to benefit the entire area.
10	. Does FAMPO's Plans match future growth for the area?
11	, Red Oak area (Nash County) is a good example of planning - Rural Development grant for fiber - good school system / strong infrastructure / education and grant opportunities.
12	. Cliffdale Road area is an example of bad planning / development in conjunction with Fort Liberty / Buffering
13	 Apex / Holly Springs / Lillington are good examples of planned development. joined urban center / town center / open air construction - tie in urban living.

Community Engagement Stakeholder Engagement

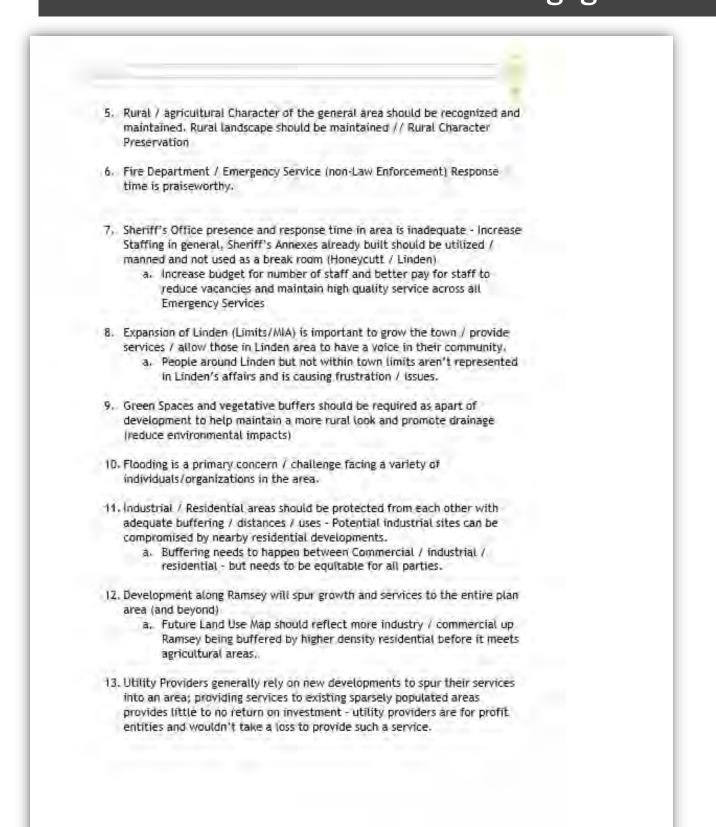


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what other people can settled onto agricultura	do to their properties after they have already al land.	
of land should b	land is not supported by large acre lots, small tracks be available in agricultural areas to preserve	
b. there is an issue	r than eat it up with large lots. e with residents demanding development stop after	
181 TENDER & SOLAR STREET	ties with large amounts of land but less population	
	al minority demanding things happen a certain way er amount of population or restricting growth that are people.	
d, Rural communit want to grow /	ties sometimes demand city/urban services but don't change to support those services - who pays for the	
counties have to	ofit entities will not get a return on investment / o use a lot of taxpayer funds to establish services of of people - to serve so few)	
12. The county shouldn't b	e so focused on what others say should happen in an	
area that doesn't belor	ng to them - there shouldn't be public meetings or property owner can / cannot do something - just	
how to make the proje- development isn't a nu	ct feasible and provide requirements so the isance to the area.	
a concern than	sidents thoughts / representation should be more of developers / engineers / soil scientists / etc If	
get up and move	cult to work with in Cumberland County the latter can e - do business elsewhere - the landowners and	
just up and leav		
roadblocks.	uld receive assistance from the county - not.	
followed strictly	e useful, it needs to be developed property and y with all decisions matching the plan - these are s, and they need to be followed in the long-term	
13, If Fort Bragg/Liberty is	willing to share / provide services (electrical /	
accommodating for the		
b. Low Flying Helic	ar if there is utility sharing across base borders. copters / other aircraft over plan area from Fort	
	disruptive and possibly not conducive for ttps://home.army.mil/liberty/noise-abatement)	
	ractive, and the road(s) need to be better developed and there should be development standards	
(cosmetics / appearance	ces) Design standards should be a rule.	
should be prome	rural look because it has aesthetic values - this look oted through all development - large green open ck from road / wooded areas or proper landscaping	



.20). The environmental health office is in a poor state; it needs to be brought
	up to working standard so developers and residents don't have to rely on soil scientists - if no server is available and the county can't adequately provide septic permits/inspections how can development happen? The county should emphasize keeping staff; getting new staff is nice but maintain staff is better to keep the institutional knowledge. Perhaps the
	city can provide support to the county for environmental health services.
21	. Fail Fast Approach - learn from mistakes / issues and continue - not. continue to hamster wheel the same failure/issues.
	s of significant importance (From Thoughts expressed above by multiple holders)
1.	Development IS coming to the 401N Area, how it is managed / what is promoted is key for the area's interests.
	a. Growth (non-rapid) needs to happen, or housing will end up vacant and people will move out of area.
	b. large tracks of land have already been sold near Ramsey / Elliot Bridge area for potential future development.
	 c. lack of sewer in certain areas is slowing development, if sewer was already present the area would be growing at a faster rate.
2,	Water / Sewer / Fiber are key for development where wanted / needed. a. Utility Services are heavily desired in the region (Sewer/High Speed Internet)
	 the County should provide access or help provide access to services.
	 Pay-back structure to developers / utility providers (they would foot or share up-front costs for development and put in larger utilities
	that needed for development as further growth is spurred by the utilities the county would pay back as further growth happened due
	to the increased services to a particular area i. options for developers to have reduced expenses for bringing water/server to a site should be promoted / Cost-Share / Tax
	 ii. County needs to work with developers to support a plan / development partnership (developers / county rely on each-
3	other) Development should be promoted in locations with existing services
	(water/sev/er/fiber/roads)
4.	Development should be promoted Along Ramsey Street (Between City of Fayetteville and Elliot Bridge Road

Community Engagement Stakeholder Engagement



Community Engagement Draft Review Session

Draft Review Session

The Draft Review Session took place on Tuesday, April 30, 2024, from 4 pm to 8 pm at Pine Forest Recreation Center. A total of 74 people signed in for the event; however, several individuals did not sign in, including groups where only one person signed in. It is estimated that the total attendance was between 85-95, which included area residents, stakeholders, and steering committee members. Attendees could view the plan highlights on large posters, communicate with staff, or review the draft plan in its entirety, which was available in person at the event and online. Attendees could also fill out a questionnaire regarding the draft plan, which asked if the draft Future Land Use Plan and Map met their view of the future of the plan area. A total of 16 surveys were filled out, with the results following. Comments are as verbatim as possible, but there may be some discrepancies based on some illegible words or sections.

Question 1

The Draft Future Land Use Plan...

- Matches my view of the future of the plan area.
 (2)
- Partially matches my view, but I have some concerns or suggestions. (5)
- Does not match my view for the future of the plan area. (**6**)
- More than one item marked. (0)
- No Answer (3)

Of the 16 surveys, **<u>10</u>** had additional comments to this question. See next page.

Question 2

The Draft Future Land Use Map...

- Matches my view of the future of the plan area.
 (2)
- Partially matches my view, but I have some concerns or suggestions. (4)
- Does not match my view for the future of the plan area. (6)
- More than one item marked. (2)
- No Answer (2)

Of the 16 surveys, **9** had additional comments to this question. See next page.

Community Engagement Draft Review Session

Question 1 Comments

- Areas designated medium density that were previously low density neighborhoods in question Pine Valley, Long Leaf, Currin Hills / Lakes Most lots are normally .5-1.0 acre water, no septic.
- Do not want anymore development on Linden Road. Don't want a solar panel farm on Linden Road.
- Do not want additional development
- There is a 4-way stop at East Reeves & McBride roads. Stop signs are on E. Reeves but nothing on McBryde. We had many accidents & deaths. We have asked DOT & made complaints to county. We need a 4-way stop signs or rumble strips or flashy lights at the 4-way.
- 7XX Slocomb Road. Is identified in the flex area and would like to remain as is to include the surrounding properties. Commercial development on the land behind us would impact the rural community and farm life atmosphere we love. It would increase traffic and people in our small area which is not what we want as residents.
- 6XX Slocomb Road is identified in the flex area. Would like to remain as is to include the surrounding properties (PND)
- I do not like the extension of the Rural Residential area extending down Loop Road and down Durant Nixon past Hawkins Road. Not all of that area has water lines and the roads in that area and around it are very narrow and in poor shape to support more than occasional traffic. Please do not turn this beautiful rural agricultural area into the cookie cutter, traffic filled areas (fiasco) we see in other counties.
- Area south of Linden MIA planned as rural density residential versus rural agriculture. Developments such as corner of 401 & Horseshoe Bend just over the Harnett County Line. I grew up on a tobacco farm between X + X on 401 – no longer anything but housing development – I am concerned the same will happen in our area. I admit to being somewhat fatalistic as the little guy does not seem to have influence. THANK YOU.
- According to the past meetings (approx.. 8 years ago) the end result was the area to remain tree & agriculture because the water table is very high. A rumor is that a solar panel field might come on McBride, No! No! No! No! They are too ugly! And not worthwhile. Also the city of Linden could advertise & put a shop across from the post office which has been vacant for years!
- *CONCERED LINDEN WILL BE ANNEXED WITH FAYETTEVIILLE.* MAKE SURE CURRUNENT DUMP SITE ON MCBRYDE NEVER GETS MOVED BECAUSE OF NEW HOMES PUT A FENCE UP!!! NEVER ALLOW SOLAR FARMS.

Question 2 Comments

- Don't agree with either plan.
- Do not want additional development.
- Is there a limit of well licenses to access the aqueduct under linden? With new construction can we limit how many water permits are issued. We fear future lack of water in our wells à WE DO NOT WANT FAYETTEVILLE COUNTY
- We do not want anymore commercial growth in our immediate area. We would like to remain rural! Thank you
- North Fayetteville does not want commercial growth, want to remain as a rural part of the county.
- To much expansion of rural residential. Keep the trees, wetlands and agricultural lands for the good of people, wildlife and environment PLEASE!
- Could the old school bld in Linden be minimally rehab for homeless military? Maybe Ft Liberty would help! But not illegal!
- Shaw Heights camara para que no voten basura en la calle drenajes mas vijilancia de sherif.
- Necesitamos shaw heights este limpio drenajes camaras para que no boten basura, sings speed timet. Control de belosidad mas vigilancia de policia cheriffe.

Legislative Language

Legislative Language

Legislative language guides operations and procedure at the local level. The North Carolina General Assembly passes legislation that all local governments must adhere to, and local governments have their own legislative language, known as the code of ordinances. The Planning Staff references Chapter 160D Local Planning and Development Regulation of the North Carolina General Assembly when providing services for the County and Towns under the joint planning board agreement, and the Planning Staff utilizes the local ordinances as they apply when assessing planning related matters, such as a subdivision, rezoning, plat recording, etc. The following are resources Planning Staff referenced for this plan.

N.C.G.S. Chapter 160D: Chapter 160D of the North Carolina General Statues consolidated city- and countyenabling statues for development regulations (formerly in Chapters 153A and 160A) into a single, unified chapter. All city and county zoning, subdivision, and other development regulations, including unified-development ordinances, should be updated to conform to the new law. The deadline for language compliance was July 1, 2021.

Link to 160D Language: https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_160D.html

<u>Cumberland County Zoning Ordinance</u>: The Zoning Ordinance established zoning regulations in Cumberland County, North Carolina, and providing for the administration, amendment and enforcement of this radiance and defining the duties and powers of a Board of Adjustment in accordance with the provisions of the North Carolina General Statutes and amending all previous Cumberland County Zoning Ordinances. This ordinance is to provide for the public health, safety and general welfare, encourage orderly development, protect the quality of the environment and regulate the location and use of structures and land for commerce, industry, residences, parks, public uses, etc., in accordance with the Comprehensive Land Use Plan.

Link to the Cumberland County Zoning Ordinance: <u>https://www.cumberlandcountync.gov/docs/default-source/planning-documents/ordinances/county/completed/county-zoning-ordinance_03-15-2021.pdf?sfvrsn=756f7756_0</u>

<u>Cumberland County Subdivision Ordinance</u>: The purpose of this ordinance is to establish regulations and procedures for the platting, recording and development of real property within Cumberland County. This ordinance applies to all unincorporated parcels within Cumberland County.

Link to the Cumberland County Subdivision Ordinance: <u>https://www.cumberlandcountync.gov/vd-Planning/</u><u>downloads/Cumberland%20County%20Code%20Subdivision%20Regulations.pdf</u>

Linden Zoning Ordinance:

https://www.cumberlandcountync.gov/docs/default-source/planning-documents/ordinances/linden/complete/ linden-zoning-ordinance-adopted-11-16-21.pdf?sfvrsn=857c6a7b_4

Annexation—Extension of Corporate Limits Article 4A Parts 1-8

https://www.ncleg.net/enactedlegislation/statutes/html/byarticle/chapter_160a/article_4a.html#:~:text=%C2%A7% 20160A%2D31.,property%20located%20within%20such%20area.

G.S. 160A-31- Annexation by petition

G.S. 160A-58– Annexation of Noncontiguous Areas, Annexation Agreements & Annexation Initiated by Municipalities

Legislative Language

North Carolina General Statues Legislative Language for Comprehensive Planning

N.C General Statues Regarding Land Use Plans

§ 160D-501. Plans.

Requirements for Zoning – As a condition of adopting and applying zoning regulations under this Chapter, a local government shall adopt and reasonably maintain a comprehensive plan or land-use plan.

Plans – A comprehensive plan sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction. A land-use plan uses text and maps to designate the future use or reuse of land. A comprehensive or land-use plan is intended to guide coordinated, efficient, and orderly development within the planning and development regulation jurisdiction based on an analysis of present and future needs. Planning analysis may address inventories of existing conditions and assess future trends regarding demographics and economic, environmental, and cultural factors. The planning process shall include opportunities for citizen engagement in plan preparation and adoption. A local government may prepare and adopt other plans as deemed appropriate. This may include, but is not limited to, small area plans, neighborhood plans, hazard mitigation plans, transportation plans, housing plans, and recreation and open space plans.

Adoption and Effect of Plans – Plans shall be adopted by the governing board with the advice and consultation of the planning board. Adoption and amendment of a comprehensive or land-use plan is a legislative decision and shall follow the process mandated for zoning text amendments set by G.S. 160D-601. Plans adopted under this Chapter may be undertaken and adopted as part of or in conjunction with plans required under other statutes, including, but not limited to, the plans required by G.S. 113A-110. Plans adopted under this Chapter shall be advisory in nature without independent regulatory effect. Plans adopted under this Chapter do not expand, diminish, or alter the scope of authority for development regulations adopted under this Chapter. Plans adopted under this Chapter shall be considered by the planning board and governing board when considering proposed amendments to zoning regulations as required by G.S. 160D-604 and G.S. 160D-605. If a plan is deemed amended by G.S. 160D-605 by virtue of adoption of a zoning amendment that is inconsistent with the plan, that amendment shall be noted in the plan. However, if the plan is one that requires review and approval subject to G.S. 113A-110, the plan amendment shall not be effective until that review and approval is completed. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 11, 51(a), (b), (d).)

Zoning Descriptions

Cumberland County Conservancy Districts:

<u>CD Conservancy District</u>- This district is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in the County Planning and Inspections Department.

Town of Linden Conservancy Districts:

<u>Conservancy District (CD)</u>- This district is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in or accessible by the County Planning and Inspections Department.

Cumberland County Agricultural Districts:

<u>A1 Agricultural District</u>- This district is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

<u>A1A Agricultural District</u>- This district is primarily designed to allow for residential use of single-family residential dwellings and/or Class A manufactured homes on lots with an area of one acre or greater and is to be located within predominantly agricultural areas. The district is not intended to encourage large scale developments and shall not be considered for tracts of land greater than ten acres.

Cumberland County Residential Districts:

<u>R40 Residential District</u>- A district designed primarily for single-family dwelling units with a lot area of 40,000 square feet or above.

<u>R40A Residential District</u>- A district designed primarily for single-family dwelling units including the use of manufactured homes on individual lots with a lot area of 40,000 square feet or above.

<u>R30 Residential District</u>- A district designed primarily for single-family dwelling units with a lot area of 30,000 square feet or above.

<u>R30A Residential District</u>- A district designed primarily for single-family dwelling units and Class A manufactured homes with a lot area of 30,000 square feet or above.

<u>R20 Residential District</u>- A district designed primarily for single-family units with a lot area of 20,000 square feet or above.

<u>R20A Residential District</u>- A district designed primarily for single-family units and Class A manufactured homes with a lot area of 20,000 square feet or above.

<u>RR Rural Residential District</u>- A district for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. These districts are intended to ensure that residential development not having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide for a healthful environment.

<u>R15 Residential District</u>- A district designed primarily for single-family dwelling units with a lot area of 15,000 square feet or above.

<u>G. R7.5 Residential District</u>- A district designed primarily for single-family dwellings on lots with a lot area of 7,500 square feet or above.

<u>R6 Residential District</u>- A district designed for a mix of single- and multi-family dwellings.

<u>R6A Residential District</u>- A district designed for a mix of single- and multi-family dwellings including the use of manufactured homes on individual lots and in manufactured home parks.

<u>R5A Residential District</u>- A district designed primarily for multi-family dwelling units with a maximum density of 13 ½ dwelling units per net acre.

<u>R5 Residential District</u>- A district designed primarily for multi-family dwelling units with a maximum density of 29 units per acre, dependent upon the type of development.

Town of Linden Residential Districts:

<u>R40 Residential District</u>- A district designed primarily for single-family dwelling units with a lot area of 40,000 square feet or above.

<u>R15 Residential District</u>- A district designed primarily for single-family dwelling units with a lot area of 15,000 square feet or above.

<u>R7.5 Residential District</u>- A district designed primarily for single-family dwellings on lots with a lot area of 7,500 square feet or above.

Cumberland County Office & Institutional Districts:

<u>O&I(P) Planned Office and Institutional District</u>- This district is designed primarily for agencies and offices rendering services in the professions, finance, real estate and brokerage, as well as both public and private institutional functions, public assembly, religious and certain cultural and recreational activities and group housing. The uses in this district classification may be characterized generally as having no retail or wholesale trade, except as incidental uses. The district is often situated between business and residential areas and may also consist of a mix of limited business and residential uses. The regulations are designed for maintaining more compatibility with nearby residential districts than a commercial district would provide. To promote the essential design features with the O&I(P) district, plan approval is a requirement.

Town of Linden Office & Institutional Districts:

<u>Office and Institutional (O&I)</u>- This district is designed primarily for agencies and offices rendering specialized services in the professions, finance, real estate and brokerage, as well as both public and private institutional functions, public assembly, religious and certain cultural and recreational activities and group housing. The uses in this district classification may be characterized generally as having no retail or wholesale trade, except as incidental use. The district is often situated between business and residential areas and may also consist of a mix of limited business and residential uses. The regulations are designed for maintaining more compatibility with nearby residential districts than a commercial district would provide. To promote the essential design features with the O&I district, plan approval is a requirement.

Cumberland County Commercial Districts:

<u>C1(P) Planned Local Business District</u>- This district is designed to cater to the ordinary shopping needs of the immediate neighborhood with emphasis on convenience goods. This district is customarily located adjacent to an arterial street and generally surrounded by residential areas. To promote the essential design features with the C1(P) district, plan approval is a requirement.

<u>C2(P) Planned Service and Retail District</u>- This district is designed to allow for the nonresidential development of land with service and retail uses not typically considered intrusive to neighboring residential properties or in areas generally requiring a greater degree of restrictions regarding the commercial use of properties.

<u>C(P) Planned Commercial District</u>- This district is designed to assure the grouping of buildings on a parcel of land so as to constitute a harmonious, efficient and convenient 39 June 20, 2005 County Zoning Ordinance w/ Amendments through January 16, 2024 retail shopping area. Site plans assure traffic safety and the harmonious and beneficial relations between the commercial area and contiguous land. To promote the essential design features with the C(P) district, plan approval is a requirement.

Town of Linden Commercial Districts:

<u>Commercial District (C)</u>- This district is established and intended to accommodate a diverse range of retail, service and office uses that provide goods and services serving the residents and businesses in the community at large. The district is typically located along major rights-of-way and along growth corridors. Residential uses are encouraged on the upper floors of nonresidential establishments. To promote the essential design features within the commercial district, plan approval is a requirement.

Cumberland County Industrial Districts:

M1(P) Planned Light Industrial District- This district is designed for a wide variety of light industrial operations involving manufacturing, processing and fabrication of materials, operations involving wholesaling and bulk storage, other non-retail uses and certain public assembly and recreational uses. The general intent of the district is to prohibit residential, retail and heavy industrial uses of the land. By their nature, the uses permitted in this district are generally not compatible with residential or shopping center uses. To promote the essential design features with the M1(P) district, site plan approval is a requirement.

<u>M(P) Planned Industrial District</u>- This district is designed primarily for basic manufacturing and processing industries, all of which normally create a high degree of nuisance and are not generally compatible with surrounding or abutting residential or commercial areas. The general intent of this district is to permit uses confined to service, wholesaling, manufacturing, fabrication and processing activities that can be carried on in an unobtrusive manner characterized by low concentration and limited external effects with suitable open spaces, landscaping, parking and service areas. This district is customarily located on larger tracts of land with good highway and rail access buffered from residential districts by other more compatible uses. Commercial activities are not permitted except those having only limited contact with the general public and those not involving the sale of merchandise at retail except for items produced on the premises or for the purpose of serving employees, guests and other persons who are within the district with an industrial activity. To promote the essential design features within the M(P) district, site plan approval is a requirement.

Town of Linden Industrial Districts:

<u>Industrial District (M</u>)- This district is designed for a wide variety of industrial operations involving manufacturing, processing and fabrication of materials, operations involving wholesaling and bulk storage, other non-retail uses and certain public assembly and recreational uses. The general intent of the district is to prohibit residential uses of the land. By their nature, the uses permitted in this district are generally not compatible with residential or shopping center uses. To promote the essential design features with the industrial district, site plan approval is a requirement.

Cumberland County Conditional Zoning Districts:

<u>Companion Districts</u>- Each district includes a companion Conditional Zoning district (e.g. A1 has A1/CZ) where no uses are permitted by right. This district is designed for the development and use of the property subject to predetermined ordinance standards and rules imposed as part of the legislative decision creating the district and applying it to the particular property. (Article V)

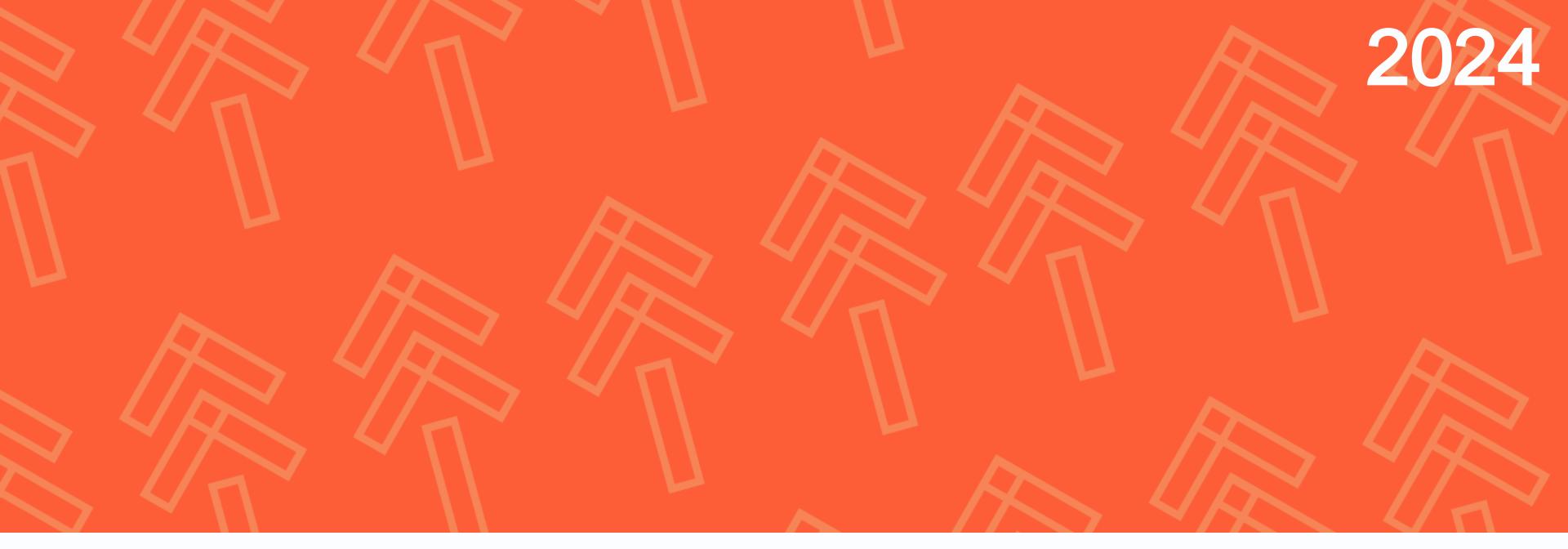
<u>Mixed Use Development – Conditional Zoning District (MXD/CZ).</u> The purpose of this district is to encourage innovative development on a conditional basis by providing use flexibility while maintaining quality design standards tempered with proper controls 40 June 20, 2005 County Zoning Ordinance w/ Amendments through January 16, 2024 regarding buffering, landscaping, open space designation, density and other conditions. (Article VI)

<u>Planned Neighborhood Development – Conditional Zoning District (PND/CZ).</u> A district designed for the planned development of various residential densities concurrent with neighborhood-oriented uses in a single project. (Article VII)

<u>Density Development – Conditional Zoning District (DD/CZ).</u> The purpose of this district is to promote the preservation of open space and the rural areas within the County, through permanent restriction of development on a percentage of a tract, buffering, and clustering of lots, while at the same time providing for the residential development of land. (Article VIII)

Town of Linden Conditional Zoning Districts:

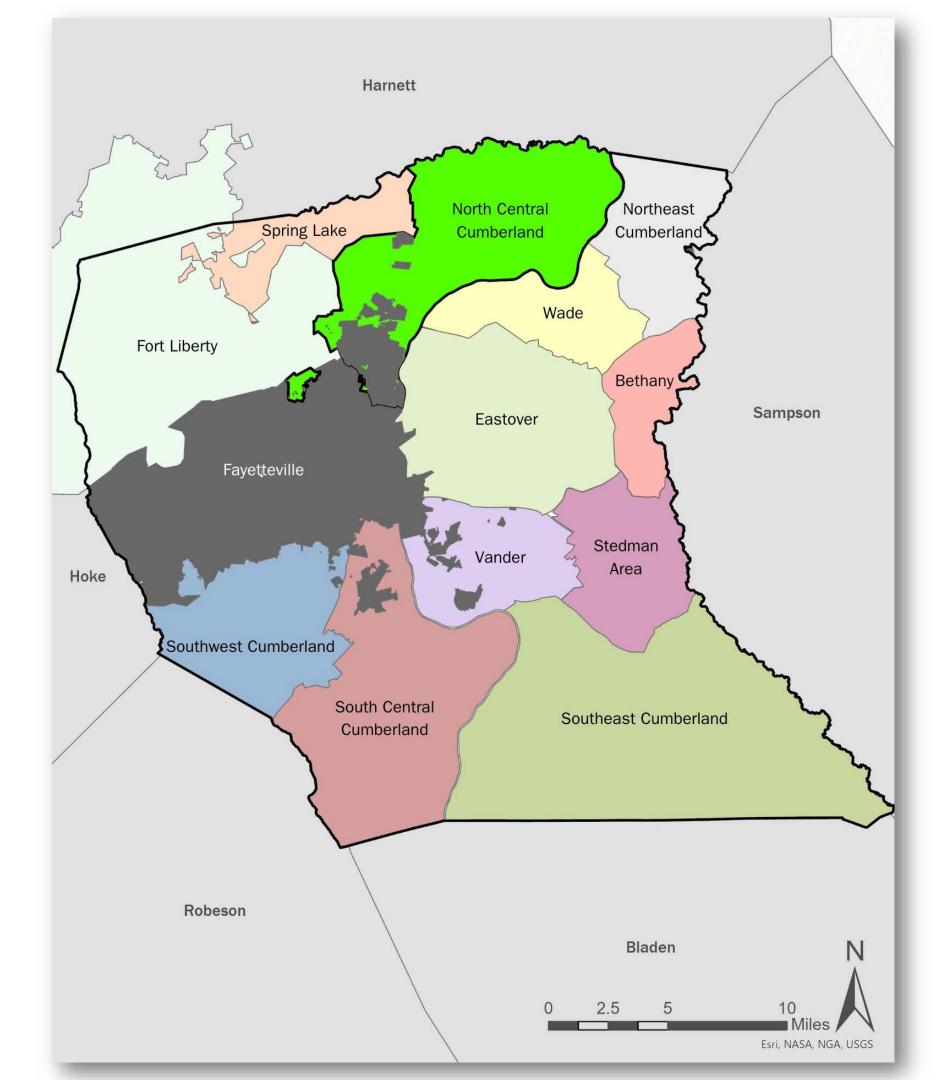
Each district includes a companion Conditional Zoning District (e.g. C has C/CZ) where no uses are permitted by right. This district is designed for the development and use of the property subject to predetermined ordinance standards and rules imposed as part of the legislative decision creating the district and applying it to the particular property. (Article V)



North Central Area Land Use Plan

Cumberland County, NC

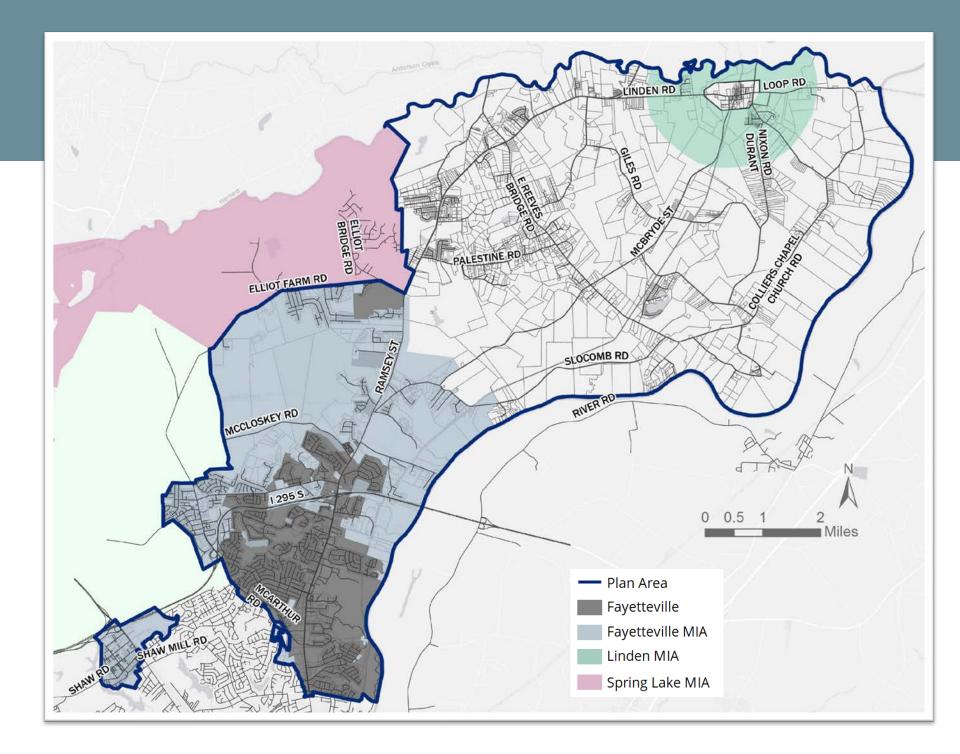




Cumberland County Land Use Plan Boundaries

Plan Page 5

North Central Plan Area



- Located in the North portion of the County

- Combined Plan areas of North Central Land Use Plan, North

- Bordered by Fayetteville, Fort Liberty, Harnett County, and
 - the Cape Fear River
- Approximately 38,000 acres of the County
- Population of approximately 17,000 people
 - Fayetteville Area Plan, and Shaw Heights Land Use Plan

Outreach & Engagement



North Central Area Land Use Plan

Cumberland County, NC

Outreach

Welcome

- Postcards were sent out to over 4,000 addresses in Fall 2022 to announce the start of the planning process with the community kick off meeting and in Spring 2024 for the draft review session.
- The North Central Area website received over **6,228** visits from the initial kickoff of the website.



This is not an annexation project. This project is being coordinated by Cumberland County Planning & Inspections to

process, public participation opportunities, frequently asked questions, and opportunities to participate in surveys

update the 2011 Land Use Plan for the North Central Area. This webpage serves as a central hub for information related to the North Central Area Land Use Plan process. Scroll to find key information about the plan area, the timeline for the planning

Share your vision for the future of the North Central Area

The Cumberland County Planning staff will be working with your community to create an updated land use plan for the North Central Area. This land use plan will NOT change the current zoning or use of your property. The purpose of this open house meeting is to understand the needs and values of area stakeholders. Drop by to participate in activities and help shape the vision for the North Central Area!

Tuesday, November 1 Open House from 3-7 p.m. Pine Forest Recreation Center North Central Area 6901 Ramsey Street, Fayetteville NC 28311 Our mailing list for the study area is based on property owners listed on the Cumberland County tax records. Please share this information with renters in

Comprehensive Planning staff at (910) 678-7602.

Land Use Plan

https://north-central-area-land-use-plan-cumberlandgis.hub.arcgis.com/

North Central Area Land Use Plan **Draft Review Session**

The Cumberland County Planning staff has completed a draft land use plan for the North Central Area. This land use plan will NOT change the current zoning, taxes, or use of your property. The purpose of this session is to review the draft land use plan and allow the community to provide feedback. Drop by to participate and and help shape the vision for the North Central Area!



Tuesday, April 30, 2024 4:00 PM - 8:00 PM **Pine Forest Recreation Center** 6901 Ramsey Street Fayetteville, NC 28311

JOIN US!

Scan the OR code to read the draft in advance or andcountync.gov/depa planning-group/plan

> North Central Area Land Use Plai

~100

70

23

11

74+

Attendees at the Community Kickoff Meeting

Values Surveys completed

Stakeholder Interviews Completed

Steering Committee Meetings

Attendees at the Draft Plan Review Session

Plan Page 23-32

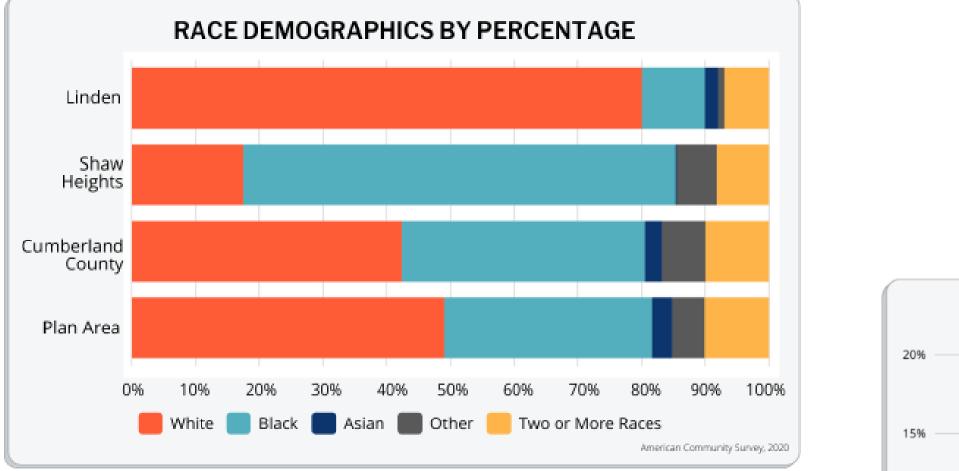
Existing Conditions



North Central Area Land Use Plan

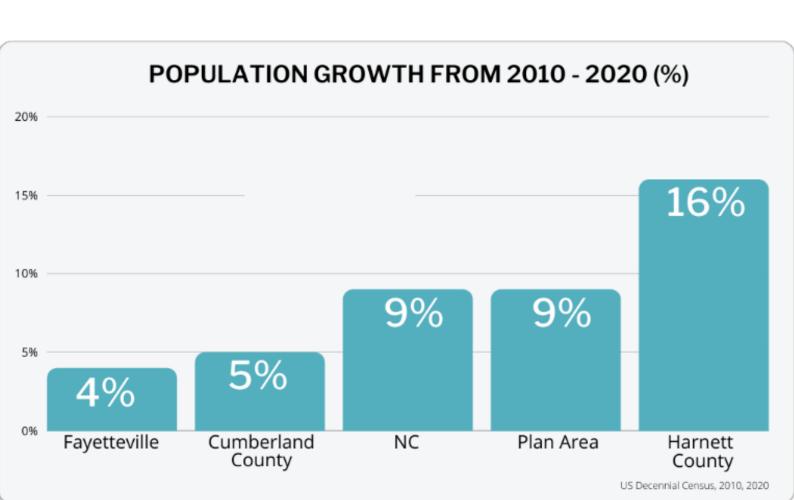
Cumberland County, NC

Population Demographics



Between 2010 and 2020...

- Approximately 1,400 new residents moved into the plan area.
- The plan area matched the average growth rate for North Carolina but exceeded Cumberland County's growth general rate.
- The population of the Shaw Heights area decreased by 27%.
- The population of the Town of Linden increased by 5%.

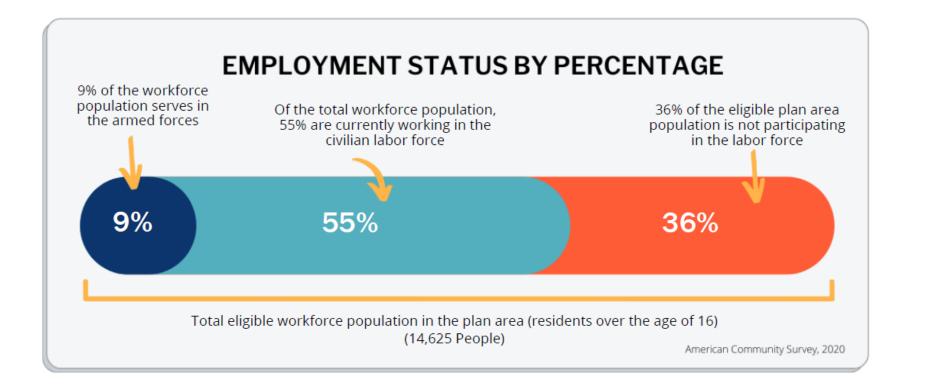


The North Central Area is approximately...

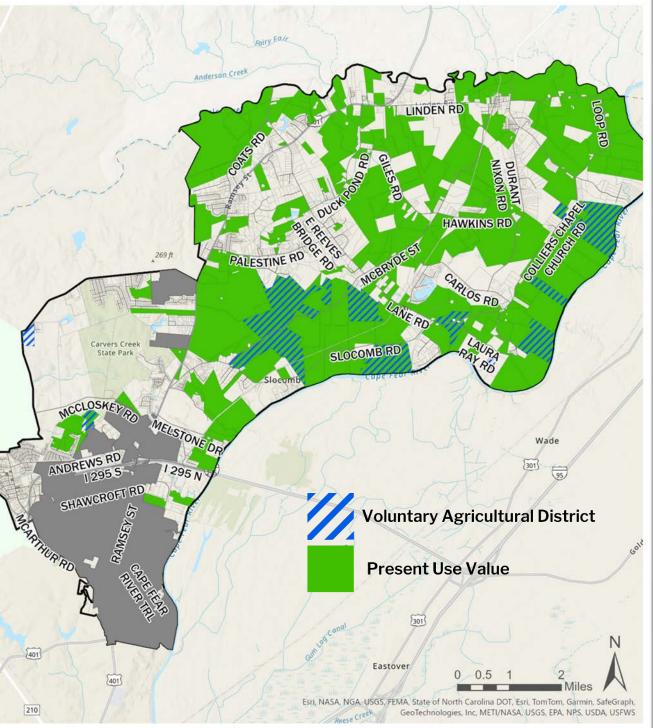
32% - Under the age of 20 26% - Age 20-39 24% - Age 40-59 15% - Age 60-79 2% - Age 80+

Area Data

- 49% of the plan area is enrolled in the Present Use Value Program (PUV).
- 5% of the North Central Area is enrolled in the Voluntary Agricultural District (VAD).
- Home to the County's 6th largest employer Goodyear (2,500 employees)
- Area is predominately residential with ZIP code 28311 (North Fayetteville) being more urban in nature while 28356 (Linden area) is more rural.





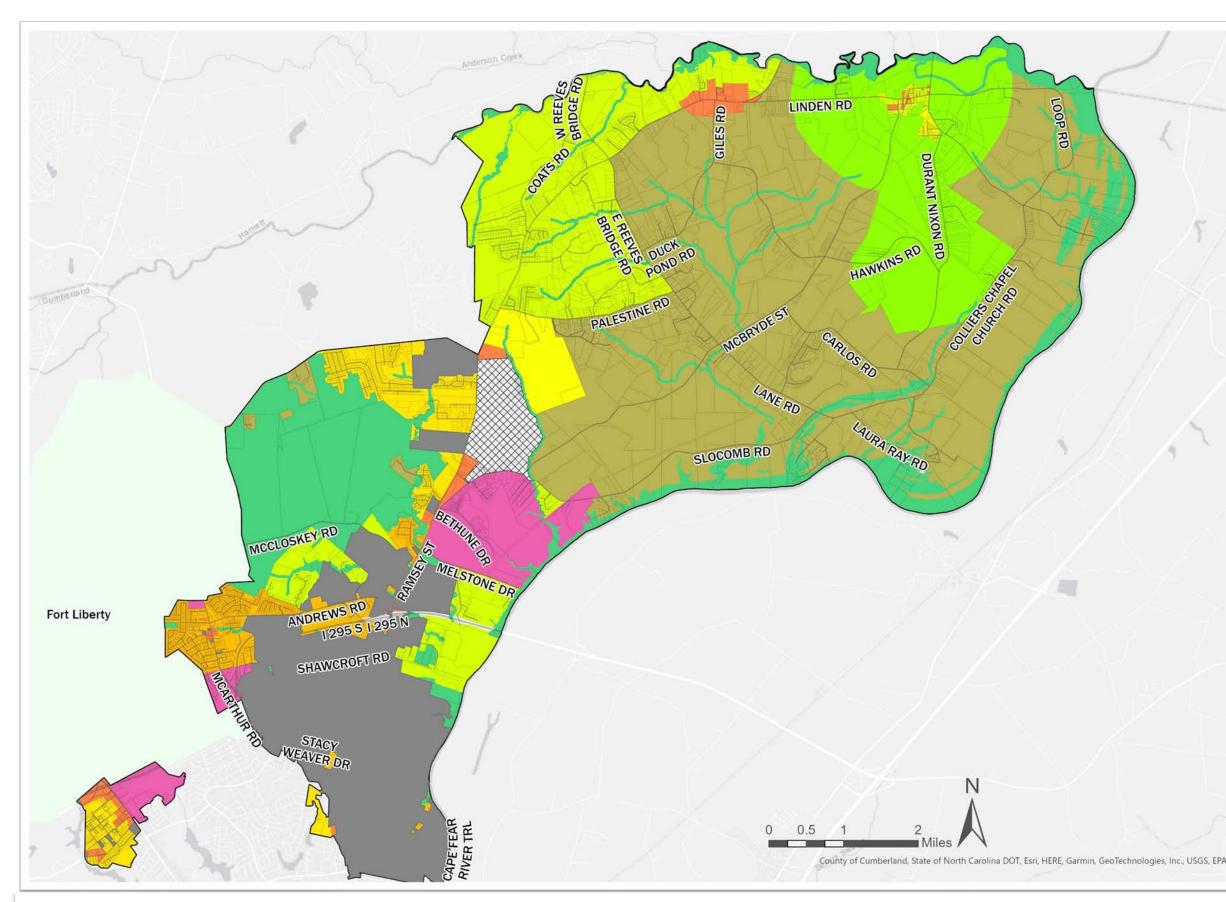


Future Land Use Map, Classifications, Goals & Objectives



North Central Area Land Use Plan

Cumberland County, NC



Land Use Classification	Open Space	Agricultural	Rural Density Residential	Suburban Density Residential	Low Density Residential	Medium Density Residential	High Density Residential	Commercial	Industrial	Flex
County Associated Zoning Districts	CD	A1, A1A, R40, R40A & DD	A1, A1A, R40, R40A, RR* & DD	R30, R30A, RR R20 & R20A	R15 & R7.5	R6, R6A, R5A	R5	O&I(P), C1(P), C2(P) &C(P)	M1(P) & M(P)	M1(P), M(P), O&I(P), C1(P), C2(P) & C(P)
Linden Associated Zoning Districts	CD	R40	R40	R15	R7.5	N/A	N/A	O&I & C	м	N/A

Future Land Use Map

Land use classifications have specific names which correspond to a particular color on a land use map and a particular list of compatible zoning districts.

Land use classifications help indicate which zoning classifications are most appropriate in an area.



Land Use Classifications

The North Central Area is approximately **38,000** acres in size. Below are the percentages and acreages of each classification that make up the plan area.



The **Medium Density Residential** classification is approximately **1,000** acres of the plan area.

The **Industrial** classification is approximately **1,700** acres of the plan area.

The **<u>Flex Area</u>** classification is approximately **720** acres of the plan

The <u>**Commercial**</u> classification makes is approximately **530** acres of the plan area.

The <u>**High Density Residential**</u> classification is approximately **300** acres of the plan area.

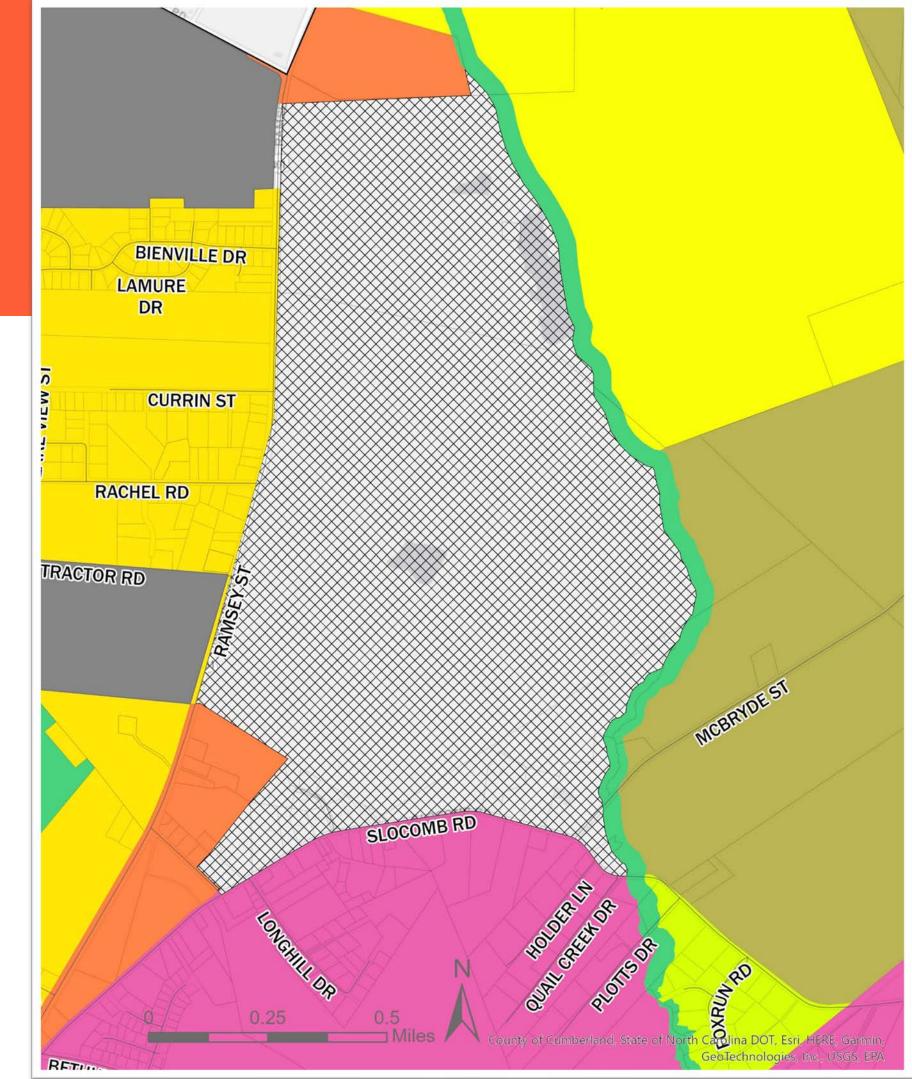
Flex Area

Development Priorities

- Economic development opportunities
- Mixed-use development
- Residential

Flex Area Details

- Approximately 720 acres.
- PWC sewer is less than a mile to the west of the flex area.
- Kelly Hills sewer is along the southern border of the flex area.
- PWC water runs along the southern border of the flex area and along Ramsey Street.
- Currently located in the Duke Energy Progress service area.
- Within the watershed of the Cape Fear River.
- The southern portion of the flex area and areas along Ramsey Street are within Fayetteville's Municipal Influence Area (MIA).



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Goals & Objectives



"Future development in the North Central Area should be harmonious with existing agricultural operations, preserve rural character, take advantage of connectivity to further economic opportunity in the Shaw Heights and North Fayetteville areas, and preserve the sense of community established in the Linden area."

Vision Statement

Goals & Objectives Rural and Agricultural

Goal

Protect and preserve the rural character of the area to include green spaces, agricultural land, low population density, scenic views, natural features, tranquility, and outdoor opportunities. Such characteristics enhance the quality of life for residents and the surrounding community while maintaining a sustainable environment for agricultural operations.

Objectives

- Preserve rural character and lifestyle.
- Promote and expand the Cumberland County Voluntary Agricultural District Program. \bullet
- Protect designated prime farmland/state and locally important farmland soils.
- Promote measures that protect farmland and rural spaces from urban development and encroachment.
- Encourage the use of density development subdivisions to reduce the effect of residential development in predominately rural areas.



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Goals & Objectives Residential

Goal

In the southwest part of the plan area, provide a full range of housing types and sites with adequate infrastructure in new and revitalized neighborhoods to accommodate the present and future needs of residents. In the northeast part of the plan area, maintain the rural features that define the area, and promote responsible growth for current and future generations to enjoy the distinct rural characteristics of the community.



Objectives

- varied community.
- as clutter, abandoned vehicles, litter, and similar concerns.
- development and adjacent one-story, single-family homes.
- Preserve the stability, character, and density of established neighborhoods.

• Promote the creation of diverse housing options encompassing various structures, types, and locations to meet the current and future needs, preferences, and capacities of a

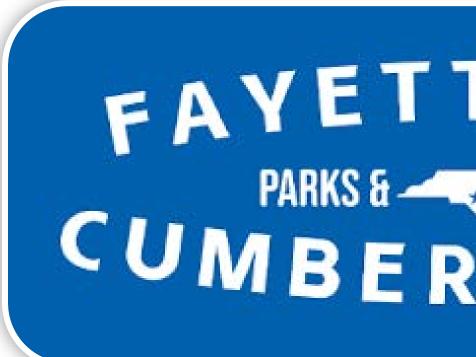
Enhance and uphold minimum housing standards that specifically address issues such

• Require a minimum vegetative buffer between any high-density, multi-story residential

Goals & Objectives Community Facilities & Services

Goal

Provide a range of accessible community facilities and services in a cost-effective and equitable manner that enhances the quality of life of all area residents.



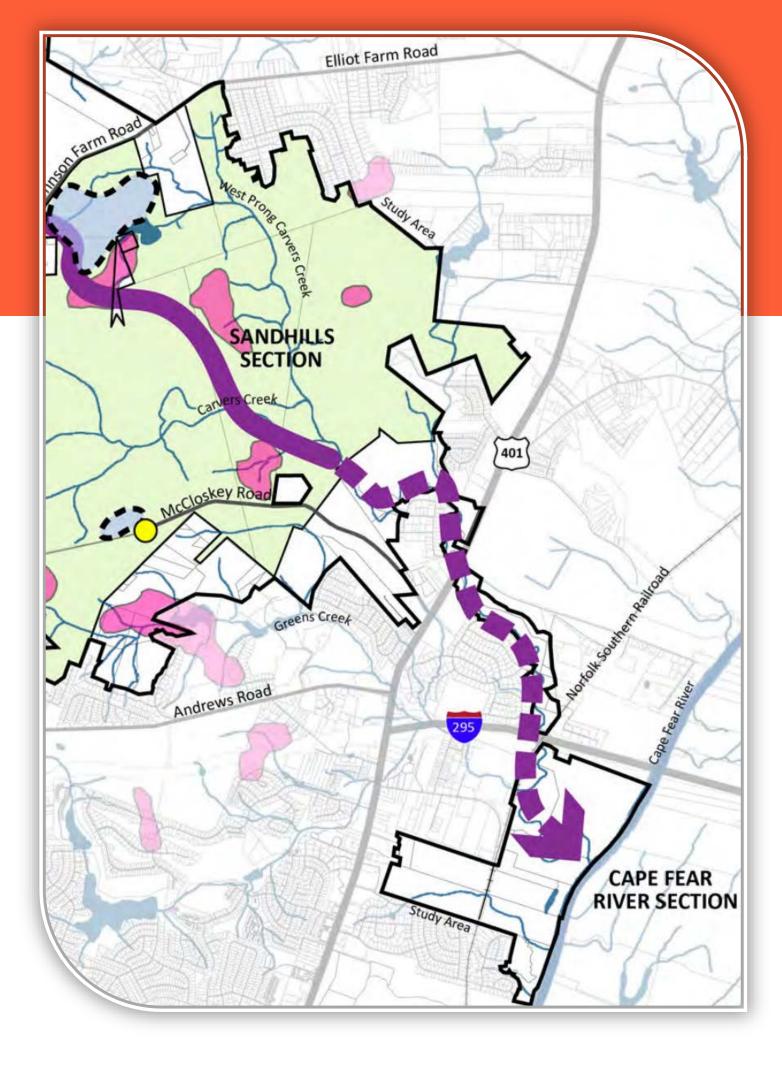
Objectives

- Provide and develop a network of parks and open spaces along existing watercourses, protected areas, recreation facilities, and various sources of development.
- Utilize school facilities for community activities after school hours.
- Promote connectivity from new and existing development to schools and facilities.
- Increase law enforcement presence; maintain and properly utilize existing sheriff's office annexes.
- Utilize parks, unique natural areas, scenic sites, and other amenities to attract economic development and tourism.



FAYETTEVILLE PARKS & RECREATION CUMBERLAND CO.

Plan Page 58



Carvers Creek State Park

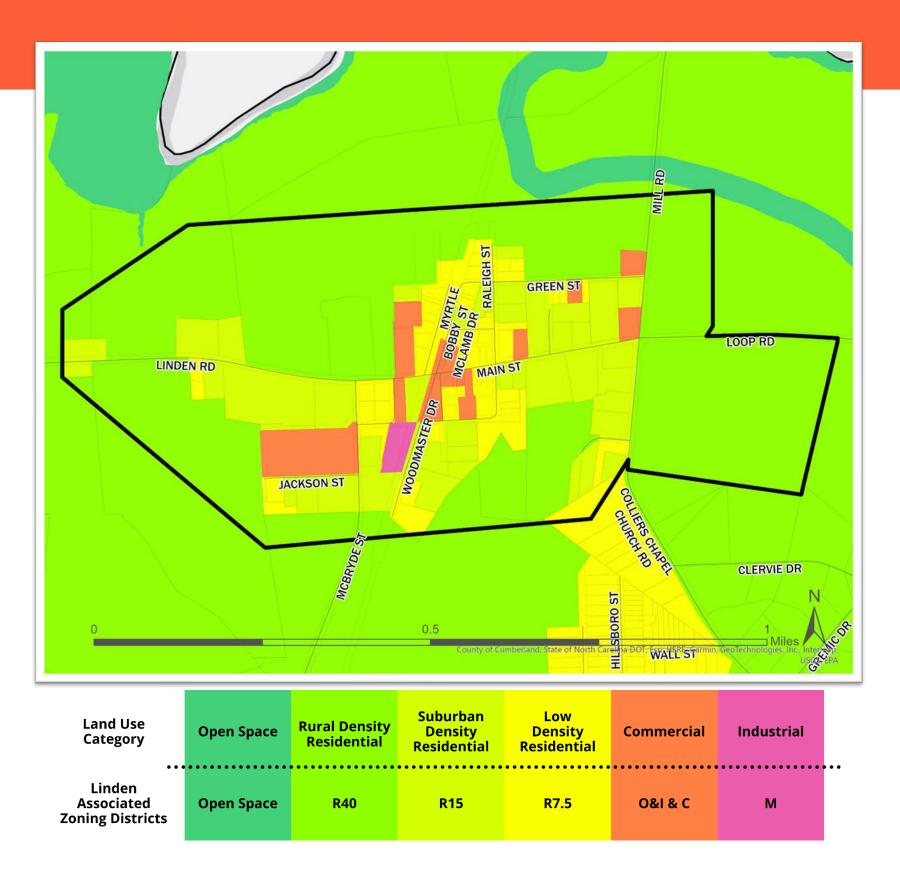
Development within the study area outlined in the Carvers Creek State Park Master Plan should prioritize thoughtful site planning and anticipate potential future expansion of the park towards the east of the Sandhills section, extending towards the Cape Fear River.

Goals & Objectives

Goals and objectives were established by the North Carolina Division of Parks and Recreation for Carvers Creek State Park and are listed below as pulled from the Carvers Creek State Park Master Plan. Below are the listed goals from the plan.

- Protect Natural Resources
- **Enhance Revenue Opportunities**
- **Provide Nature-Based Recreation**
- Protect Cultural/Historical Resources
- Investigate Partnerships
- Sustainability
- Acquire Land to Provide a Contiguous Park Property

Town of Linden



Town of Linden Goal

Promote a variety of new development and revitalization opportunities that provide adequate services while preserving the rural character and small town charm. To expand the town to encompass new development and include existing neighborhoods who seek a voice in the community.

Objectives

- \bullet of community activity.
- ends of Linden Road.
- \bullet Linden area residents/businesses.

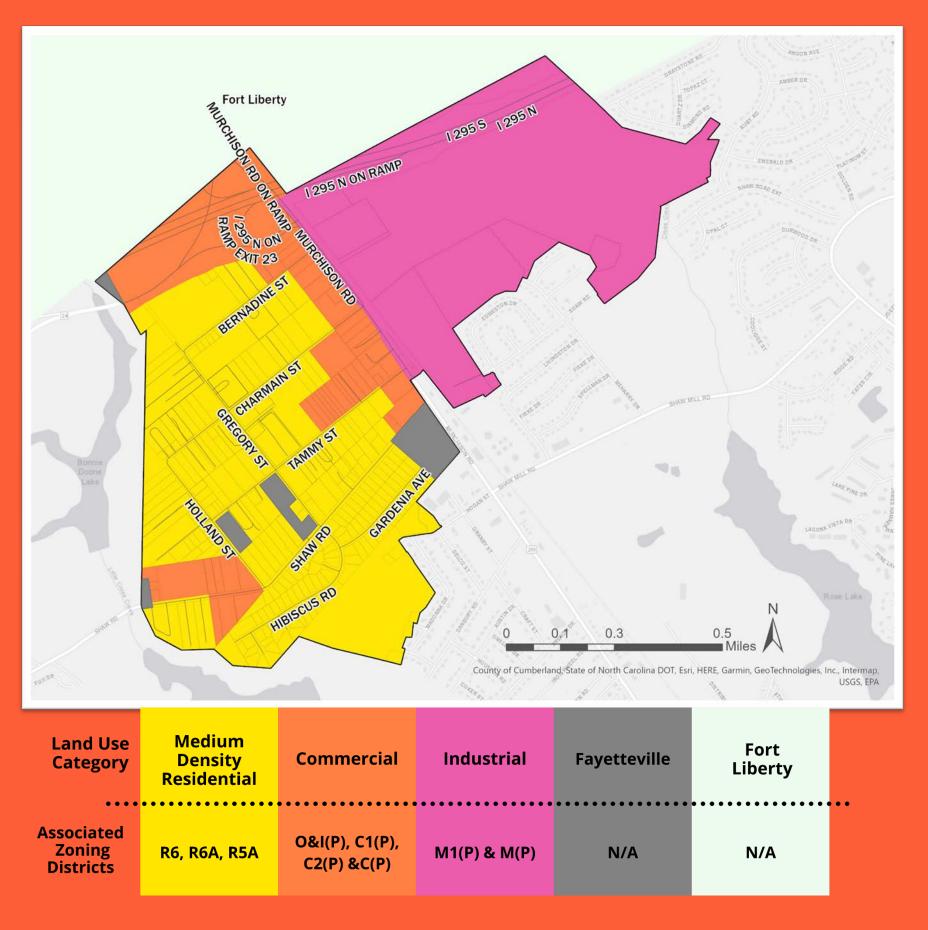
Expand and utilize the Linden Little River Community Park as a hub

• Place attractive Town of Linden entrance signs on the East and West

Establish a cohesive community between the Town of Linden and

Promote the expansion of town limits to nearby new development as well as existing communities that desire to be annexed.

Shaw Heights



Short Term Goals

- the area.

Long Term Goals

- NRSA.
- Shaw Heights NRSA.

Measurable Outcomes

- Neighborhood Improvement
- New Housing Development
- Public Safety Improvement
- Citizen Involvement
- Inter-Agency Cooperation
- **Economic Development Initiatives**

This plan summarizes and recommends utilizing the **Neighborhood Revitalization Strategy Area (NRSA) Plan by Cumberland County Community Development**. The NRSA processes included the gathering of information and data used to develop and pursue short and long-term goals

against measurable outcomes.

• Remove substandard structures and properties which impede economic growth and residential stability.

• Promote mixed income housing developments in the NRSA to help stabilize

• Select sites for the development of infrastructure for new affordable housing development, including paved roads, sewers, and septic tanks.

• Revitalize vacant and underutilized land in a manner that provides tax base stabilization, including potential commercial or industrial development. • Reconstruct streets, sidewalks, curbs, and infrastructure in the Shaw Heights

• Promote home occupations and develop small business enterprises in the

Recommendations & Resources





North Central Area Land Use Plan

Cumberland County, NC

High Priority Recommendations

Commercial

• Amend ordinances to encourage road side exposure for small businesses while continuing to keep signage aesthetically pleasing.

Community Appearance

• Protect the plan area's rural character through then encouragement of farming, utilization of the Voluntary Agricultural District Program, low-density development, and community.

Development

- Increase green spaces and buffering requirements between industrial and residential areas to balance development and rural character.
- Encourage Cumberland County Schools to redistrict school assignment areas in the plan area as schools are becoming overpopulated and students are being affected by high student to teacher ratios.
- Weigh options of sewer system versus community septic.
- Consider collaborating with Harnett County to create like policies for utility management.
- Apply for funds and programs to expand needed services (water, sewer/septic, internet, etc.) through local/state/regional partners.
- Collaborate with developers and/or utility providers to cost-share to expand needed services (water, sewer/septic, internet, etc.).

Plan Pages 89-91

High Priority Recommendations

Economic Development

- Assess the plan area for run-down homes and businesses that need to be removed or revitalized.
- Update ordinance to encourage road-side exposure for small businesses.

Public Service & Infrastructure

• Collaborate with utility providers to extend high quality, efficient, and affordable water and/or sewer services to the plan area.

Shaw Heights

- Provide commercial areas to serve the immediate neighborhood and the region.
- Allow a transition from manufactured homes to a more permanent housing type.

Town of Linden

- Provide commercial areas to serve the immediate neighborhood and the region.
- Allow a transition from manufactured homes to a more permanent housing type.

See pages 89 - 91 of the plan for a full list of all plan recommendations

Plan Pages 89-91

CUMBERLAND COUNTY NORTH CAROLINA

Additional Information



North Central Area Land Use Plan

Cumberland County, NC

Notes & Clarifications

- 1. The residential density guidelines provided in the classifications section are the maximum density that should be allowed. Less dense zoning districts may be appropriate if compatible with the surrounding area. This does not apply to non-residential zoning such as agricultural due to the potential of incompatible land uses allowed.
- 2. When properties with differing land use classifications abut, it may be appropriate to use the neighboring classification if it meets most of the requirements of the classification, buffering requirements can be met, and doesn't change the character of the surrounding area.
- 3. When the plan does not address a specific issue or have a policy regarding land use and development of a property, it is appropriate to refer to the current land use policies plan for guidance and determination of consistency with the plan.
- 4. The Rural Residential (RR) zoning district may be considered plan compliant in the Rural Density Residential land use classification in the following circumstances:
 - a. When bringing non-conforming existing uses and lots into conformity with County zoning and subdivision ordinances. b. Rezoning requests less than 6 acres of land not historically utilized for agricultural purposes.
 - c. Rezoning requests 6 acres or larger if conditional zoning is utilized to ensure the preservation of the rural character of the area.
- 5. Property located within Open Space whether wholly or partially may use the most adjacent land use classification when considering a rezoning request. The Open Space classification is intended to reflect existing protected lands and areas within proximity to the 100-Year Flood Hazard Area as well as wetlands. It should be used for reference only when making future land use decisions to ensure that adequate buffering is in place to protect existing natural resources, especially to protect riparian areas, wetlands, and potential future parks, trails, and other public land. Any type of land use that does not negatively impact properties located within the Open Space classification and is compatible with the surrounding area is considered consistent with this plan and map amendments are not required.
- 6. When making land use decisions for the Shaw Heights area, any actions deemed consistent with the NRSA adopted in 2020 are considered consistent with this plan regardless of future land use classification on the plan map.

Land Use Classifications Open Space

Open Space is primarily used to preserve and protect environmentally sensitive areas and natural resources from development, encroachment, and pollution. Additionally, it is used to provide natural areas for leisure and recreational purposes.

Associated Zoning Districts

County: CD* Town of Linden: CD

Location

- Permanently conserved lands.
- Bodies of water.
- Waterways between parcel lines.
- Environmentally sensitive areas.
- Along proposed greenways and blueways.
- In critically important areas identified by the 2018 JLUS.
- If developed as part of a permitted use, it should have direct access to a public or private street.
- Lands between the two Carver's Creek State Park locations.
- Located within the 100-Year Flood Area, wetlands, and/or historically flood-prone areas.

Development Guidelines

- Any landscaping and managed open space shall emphasize the natural landscape of the area.
- Trails and paths should traverse the property to adjoining compatible properties.
- Natural waterways and drainage areas shall have an established maintenance plan.
- Protected areas should be buffered from surrounding right-of-ways and non-recreational development.

Land Use Classifications **Rural/Agricultural**

The northeastern segment of the North Central Area has a distinctly rural character. Residents have overwhelmingly expressed their preference for maintaining the area's rural fundamental nature, focusing on supporting the continued growth of farms and farm-related businesses as well as preserving the overall rural ambiance.

To accomplish these goals, this land use classification emphasizes traditional agricultural activities, pastureland, forestry, rural large-lot residential subdivisions, and sporadic residences situated on expansive land tracts.

Associated Zoning Districts

County: A1, A1A, R40, R40A, & Density Development Town of Linden: R40

Location

- Likely to be outside the sewer/water service area.
- Likely within the 1,500-foot buffer of a Voluntary Agricultural District.
- Areas with designated prime farmland and/or state/locally important farmland.
- Bona-Fide Farms.
- Sporadic large residential lots.
- Timber and agritourism operations.
- Low impact rural businesses servicing area residents and farming needs.

Development Guidelines

- roadways.
- Curving or twisting roads.
- Infrequent entrances or driveways.
- Open stormwater drainage allowed.
- Rural serving businesses should be located at public road intersections.
- the roadway.
- rural character and surrounding area.

Suggested Policy/Ordinance Updates

County Zoning/Subdivision Ordinance

- and Density Development in rural areas.

• Large open spaces and/or wide natural buffers between uses and along

• Use open spaces and vegetative buffers to limit the visibility of development from

• Primarily 2+ acre lots with 40,000 sqft residential development if harmonious with

• Sign Ordinance update to allow for agricultural businesses (A1 Zoning) to have a ground sign where no current roadside sign is permissible.

• Update the zoning ordinance to simplify and encourage the use of A1A zoning

Land Use Classifications **Rural Density Residential**

Rural Density Residential is to be utilized as a buffer between rural/agricultural land use and denser residential or commercial zoning closer to Linden.

This helps maintain the distinctly rural character of the northeastern segment of the North Central Area as it allows for traditional agricultural activities, as well as to smaller rural lot sizes up to 20,000 sqft.

Associated Zoning Districts

County: A1, A1A, R40, R40A, RR*, & Density Development Town of Linden: R40

Location

- Likely to be outside the sewer service area.
- Bona-Fide Farms.
- Rural lot size neighborhoods.
- Individual large residential lots.
- Low impact rural businesses servicing area residents and farming needs.
- Central and northeastern plan area.
- Town of Linden Municipal Influence Area (MIA) and along Durant Nixon Road.

Development Guidelines

- roadways.
- Curving or twisting roads.
- Infrequent entrances or driveways.
- Open stormwater drainage.
- Small rural neighborhoods.
- Limited visibility of development from the roadway.

Suggested Policy/Ordinance Updates

County Zoning/Subdivision Ordinance

Development in rural areas.

• Large open spaces and/or wide natural buffers between uses and along

• Update the zoning ordinance to simplify and encourage the use of Density

*See Note 4 Page 49

Land Use Classifications **Suburban Density Residential**

Suburban Density calls for land to be used for residential purposes of a denser nature than Rural Density Residential. The intent is to allow for denser residential neighborhoods with no more than one unit per 20,000 sqft in the county jurisdiction and 15,000 sqft in the Town of Linden.

Associated Zoning Districts

County: R30, R30A, RR, R20, & R20A Town of Linden: R15

Location

- Septic system allowed based on soil type, lot size, and distance from public sewer.
- Must have direct access to a public street.
- Public water should be required.
- Along northern portions of Ramsey Street where this type of development already exists.
- Centrally located in the plan area.
- Where there are more neighborhood-type developments than sparse single-family homes on large lots.

Development Guidelines

- Sidewalks within neighborhoods.
- Walkways and bike paths.
- Community gardens.

Suggested Policy/Ordinance Updates

County and Town of Linden Zoning Ordinance

Note: Certain areas of Suburban Density Residential are located in the plan area of Carvers Creek State Park. See pages 59-62 for additional recommendations.

• Roadside trees and native vegetation.

• Green spaces, playgrounds, parks, and community centers.

• 20,000-30,000+sqft. residential lot neighborhoods.

• Underground utility infrastructure.

• Planned through road access to future or joint neighborhoods.

• Consider raising the minimum lot width in the Town of Linden and/or Cumberland County Zoning Ordinances.

Land Use Classifications **Low Density Residential**

Low Density Residential calls for a density of 2.2 to 5 units per acre. The intent is to allow for dense residential neighborhood development of no more than one unit per 7,500 square feet.

Associated Zoning Districts

County: R15 & R7.5 Town of Linden: R7.5

Location

- Areas with access to public/community water and public sewer.
- Direct access to a public street. \bullet
- Within three miles of a recreation area or facility. •
- Not located in the Special Flood Hazard Area (100-Year Flood Area).
- Mixed-use development.

Development Guidelines

- Roadside trees.
- Walkways and bike paths.

- \bullet

Suggested Policy/Ordinance Updates

County Zoning Ordinance

zoning regulations.

Community and neighborhood sidewalks.

Playgrounds, parks, and community centers.

Planned through road access to future or joint neighborhoods.

Underground utility infrastructure.

Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residential-supporting commercial activities within residential zones subject to conditional

Land Use Classifications **Medium Density Residential**

Medium Density Residential calls for a density of greater than 6 units per acre and less than 15 units per acre. The intent is to allow for dense residential neighborhood development and multifamily housing development.

Associated Zoning Districts

County: R6, R6A, R5A Town of Linden: N/A

Location

- Public/community water and public sewer required.
- Must have direct access to a collector street.
- Desirable to be within two miles of a recreation area or facility.
- Desirable to be a transition between non-residential, higher density, \bullet and lower density residential areas.
- Desirable to be located in vertical mixed use development.
- Development in areas with hydric soils is discouraged.

Development Guidelines

- Vertical and horizontal mixed-use.
- Multi-family housing development.
- Sidewalks and bike paths.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.

Suggested Policy/Ordinance Updates

County Zoning Ordinance

zoning regulations.

• Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residential-supporting commercial activities within residential zones subject to conditional

Land Use Classifications **High Density Residential**

High Density Residential is defined as having a density of 15 or more units per acre. The intent of this classification is to allow for dense multifamily housing development.

Associated Zoning Districts

County: R5 Town of Linden: N/A

Location

- Public/community water and public sewer required.
- Desirable to be within one-half mile of a neighborhood, community, or regional shopping center.
- Desirable to be adjacent to existing or zoned medium or high-density \bullet development, office and institutional, or light commercial use.
- Desirable to be within one-quarter mile of an existing major or minor \bullet thoroughfare.
- Must have direct access to a collector street.
- Desirable to be within two miles of a public recreation area. •
- Desirable to be located in vertical mixed-use development.
- Desirable to be a transition between non-residential and lower • density residential areas.
- Development in areas with hydric soils is discouraged.

Development Guidelines

- Vertical and horizontal mixed-use.
- Sidewalks and bike paths.
- Playgrounds, parks, and community centers.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.

Suggested Policy/Ordinance Updates

County Zoning Ordinance

zoning regulations.

Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residential-supporting commercial activities within residential zones, subject to conditional

Land Use Classifications Commercial

The Commercial land use classification calls for quality, attractive commercial development that meets market demand, is harmonious with its surrounding area, has supporting infrastructure, preserves the natural environment, and does not negatively impact neighboring properties.

Associated Zoning Districts

County: O&I(P), C1(P), C2(P), & C(P)

Town of Linden: O&I & C

Location

- Public water and sewer are required unless a rural serving business type.
- The intersection of a collector (or higher) street and any other public right-of-way may be a desirable location for public-serving commercial businesses if compatible with the surrounding area.
- Should have direct access to a collector street.
- Should be located on a sufficient site that provides adequate area for buffering, screening, and landscaping.
- Rural serving light commercial operations may be located in rural areas at an intersection of two collector streets.
- Light commercial should provide convenient goods and services to the immediate surrounding neighborhood.
- Heavy commercial should not be in a predominately residential, office & institutional, or light commercial area.

Development Guidelines

- preserve visual quality.
- entrances, and walkways.
- •

- \bullet

Suggested Policy/Ordinance Updates

County Zoning Ordinance

•

• The building's primary façade should be facing the main road and should have a prominent entrance feature.

• Site utilities, storage areas, trash, and loading/service areas should be situated behind the building and screened from view from public right of ways and adjoining properties of different land use classifications to

• Green spaces and landscaping should be featured around public roadways,

Parking lots should include landscape islands.

Buildings and parking should be clustered on a site to preserve open space. Landscape buffers abutting residential areas should create a visual separation sufficient enough to block the view of the development. Driveways and access lanes shall be shared and consolidated with neighboring developments with a similar land use classification.

Update screening and buffering requirements to ensure residential areas are adequately screened from commercial and industrial uses.

Land Use Classifications Industrial

The Industrial land use classification should provide areas for clean high-tech industries and manufacturing where infrastructure is adequate, that does not impact the environment or natural areas, utilizes existing vacant structures when feasible, complements existing industrial development, and is in harmony with surrounding development.

Associated Zoning Districts

County: M1(P) & M(P) Town of Linden: M

Location

- Public water and sewer required for heavy industrial operations, desirable for light industrial.
- Heavy industrial should have minimum direct access to an arterial street, light industrial should have direct access to a public street.
- Should be located outside the Special Flood Hazard Area (100-Year Flood Area).
- Should be located on a tract that provides adequate area for buffering, screening, and landscaping unless located in an existing or proposed heavy industrial/manufacturing area.
- Heavy industrial should not be in predominately residential, office & institutional, or light commercial areas.

Development Guidelines

- quality.

Suggested Policy/Ordinance Updates

County Zoning Ordinance

• The building's primary façade should be facing the main road and should have a prominent entrance feature.

• Parking and loading should be situated behind the building and screened from view from the public right of way and adjoining properties of a different land use classification to preserve visual

• Green spaces and landscaping should be featured around public roadways, entrances, and walkways.

• Driveways and access lanes should be shared and consolidated with neighboring developments with similar land use classification.

• Landscape buffers abutting residential areas should create a visual separation sufficient enough to block the view of the development.

• Update screening and buffering requirements to ensure residential areas are adequately screened from commercial and industrial uses.

CUMBERLAND COUNTY NORTH CAROLINA



NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR
- DATE: 9/16/2024

SUBJECT: SECTION 5311 GRANT APPLICATION AND APPROVAL OF SUBMISSION OF THE FY26 APPLICATIONS FOR THE COMMUNITY TRANSPORTATION PROGRAM (SECTIONS: 5311, 5310, 5307, ROAP) GRANT FUNDS

BACKGROUND

As part of the annual operational funding of the Cumberland County Community Transportation Program (CTP), staff must request monetary grant allocations from the North Carolina Department of Transportation (see attached Unified Grant Application). This is an annual request that funds the Cumberland County CTP Program which coordinates existing transportation programs operating in Cumberland County using local transportation providers.

Staff requests that a public hearing be held on September 16, 2024, regarding the FY26 Community Transportation Program (Section 5311) Grant Application which is due October 4, 2024. The Section 5311 fund is the only fund which requires a public hearing for application.

For ease of application and supplementary to the Section 5311 public hearing, staff also requests approval for submission of grant applications for ROAP, Sections 5310 and 5307 in the amounts listed below. These grants do not require a public hearing for application.

The funding period will run from July 1, 2025, to June 30, 2026. Funding will be used to provide trips to work, school, medical, and general errands. The administrative portion of the grants will be used for salaries and fringes of the Transportation Coordinator and the Transportation Assistants, office supplies, driver drug and alcohol testing, travel to meetings and conferences, program marketing for all services provided to County residents, legal advertising, and North Carolina Public Transportation Association (NCPTA) memberships.

The Community Transportation Program is requesting funding in the following amounts from the NC Department of Transportation (a local match is required as noted below and is typically funded in the local FY Budget):

PROJECT	TOTAL AMOUNT	LOCAL SHARE
Administrative (5311)	\$203,757	\$30,565 (15%)
ROAP (RGP 10% only) *	\$301,000	\$8,034 (10%)
5310 Capital	\$300,000	\$60,000 (20%)
5307 Capital & Operating	\$196,506	\$98,253 (50%)
TOTAL PROJECT	\$1,001,263	\$196,852

*ROAP consist of 3 sub-grants. The total match indicated reflects 10% of one of these sub-grants. The table above reflects an estimate of ROAP Allocation. Actual allocation is expected by October 1, 2024

RECOMMENDATION / PROPOSED ACTION

Staff requests the Board of Commissioners hold a Public Hearing for the Section 5311 grant application at their September 16, 2024 Regular Meeting and authorize the County Manager to approve the submission of the FY26 Community Transportation Program (Sections 5311, 5310, 5307, ROAP) grant applications to the NC Department of Transportation.

ATTACHMENTS:

Description FY26 NCDOT-IMD Unified Grant Application Type Backup Material



PUBLIC TRANSPORTATION PROGRAM RESOLUTION

FY26 RESOLUTION

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

Applicant seeking permission to apply for <u>Public Transportation Program</u> funding, enter into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for rural public transportation projects; and

WHEREAS, the purpose of these transportation funds is to provide grant monies to local agencies for the provision of rural, small urban, and urban public transportation services consistent with the policy requirements of each funding source for planning, community and agency involvement, service design, service alternatives, training and conference participation, reporting and other requirements (drug and alcohol testing policy and program, disadvantaged business enterprise program, and fully allocated costs analysis); and

WHEREAS, the funds applied for may be Administrative, Operating, Planning, or Capital funds and will have different percentages of federal, state, and local funds.

WHEREAS, non-Community Transportation applicants may apply for funding for "purchase-of-service" projects under the Capital Purchase of Service budget, Section 5310 program.

WHEREAS, the <u>County Manager of Cumberland County</u> hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project(s), prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received



from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

WHEREAS, the applicant has or will provide all annual certifications and assurances to the State of North Carolina required for the project;

NOW, THEREFORE, be it resolved that the County Manager of Cumberland County is hereby authorized to submit grant application (s) for federal and state funding in response to NCDOT's calls for projects, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide rural, small urban, and urban public transportation services.

I <u>Andrea Tebbe, Clerk to the Board of Commissioners</u> do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the Cumberland County Board of Commissioners duly held on the <u>16Th</u> day of <u>September 2024</u>.

Signature of Certifying Official

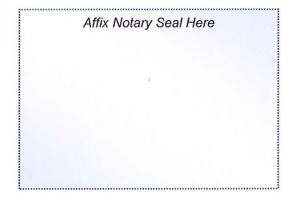
*Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me (date)

Notary Public *

Printed Name and Address

My commission expires (date)





PUBLIC HEARING NOTICE

Section 5311, 5310, 5307, ROAP and applicable State funding, or combination thereof.

This is to inform the public that a public hearing will be held on the proposed <u>FY2025</u> Community Transportation Program Application to be submitted to the North Carolina Department of Transportation no later than <u>October 4, 2024</u>. The public hearing will be held on <u>September 16, 2024</u>, at <u>6:45 pm</u> before the Cumberland County Board of Commissioners.

Those interested in attending the public hearing and needing either auxiliary aids and services under the Americans with Disabilities Act (ADA) or a language translator should contact Mrs., Lashonda Cherry-Crawford on or before September 9, 2024, at telephone number 910-678-7324 or via email at Icrawford@cumberlandcountync.gov..

The Community Transportation Program provides assistance to coordinate existing transportation programs operating in Cumberland County as well as provides transportation options and services for the communities within this service area. These services are currently provided using demand response and subscription services. Services are rendered by local transportation providers.

The total estimated amount requested for the period July 1, 2025, through June 30, 2026.

Project	Total Amount	Local Share
5311 Administrative	\$ 203,757	\$ 30,565 (15%)
5310 Operating (No State Match)	\$ 300,000	\$ 60,000 (50%)
5307 Capital & Operating	\$196,506	\$98,253 (50%)
ROAP	\$301,000	\$8,034 (10%)
TOTAL PROJECT	\$ 1,001,263	(RGP) \$ 196, 852

NOTE: Local share amount is subject to State funding availability.

Total Funding Request

Total Local Share

This application may be inspected at the Cumberland County Historic Courthouse, 130 Gillespie Street, Fayetteville, NC 28301 from 8 am to 5 pm, Monday through Friday. Written comments should be directed to Lashonda Cherry-Crawford, Transportation Program Coordinator, 130 Gillespie Street Fayetteville, NC on or *before* September 9, 2024.

End of Notice



PUBLIC HEARING RECORD

Important – A public hearing MUST be conducted whether or not requested by the Public.

Section 5311 (including ADTAP), 5310, 5339, 5307 and applicable State funding, or combination thereof.

APPLICANT: County of Cumberland

DATE: September 16, 2024

PLACE: <u>117 Dick Streett, Fayetteville, NC 28301</u>

TIME: <u>6:45PM</u>

How many BOARD MEMBERS attended the public hearing?

How many members of the PUBLIC attended the public hearing?

Public Attendance Surveys

(Attached)

(Offered at Public Hearing but none completed)

I, the undersigned, representing *(Legal Name of Applicant)* <u>**County of Cumberland**</u> do hereby certify to the North Carolina Department of Transportation, that a Public Hearing was held as indicated above and

During the Public Hearing

(NO <u>public</u> comments)

(Public Comments were made and meeting minutes will be submitted after board approval)

The estimated date for board approval of meeting minutes is:

Signature or Clerk to the Board

Printed Name and Title

Date

FY26 PUBLIC HEARING RECORD Last Updated: 04/01/2024





VOLUNTARY TITLE VI PUBLIC INVOLVEMENT

Title VI of the Civil Rights Act of 1964 requires the North Carolina Department of Transportation (NC DOT) to gather statistical data regarding participants and beneficiaries of the agency's federal-aid programs and activities. NC DOT collects information on race, color, national origin and gender of the attendees to this public meeting to ensure the inclusion of all segments of the population impacted by a proposed project.

NCDOT wishes to clarify that this information gathering process **is completely voluntary** and that you are not required to disclose the statistical data requested to participate in this meeting. This form is a public document used to collect data, only.

The completed forms will be held on file at the North Carolina Department of Transportation. For Further information regarding this process please contact the NCDOT Title VI Program at telephone number 919.508.1808 or email at <u>titlevi@ncdot.gov</u>.

Project Name: Cumberland County Transportation Program			: September 16,		
Meeting Location:					
Name (please print)		Gender:			
		Male Fe	male		
General ethnic identification categories (check one)					
Caucasian	Hispanic American	American India	n/Alaskan Native		
African American	Asian/Pacific Islander	Other:			
Color:		National Origin:			

After completing this form, please fold and place it inside the designated box on the registration table.

Thank you for your cooperation.



PUBLIC HEARING OUTREACH

APPLICANT: Cumberland County

Provide a detailed description of public hearing outreach efforts by the applicant to inform the public **ESPECIALLY MINORITY, WOMEN, ELDERLY, DISABLED, LIMITED ENGLISH PROFICIENCY- (LEP) AND LOW INCOME INDIVIDUALS** about the scheduled <u>public</u> <u>hearing</u> and the opportunity to comment on the proposed Community Transportation grant application. Outreach may include efforts such as distribution of information on vehicles, at human service agencies, at local community events, at public events, local organization, etc.

<u>Click</u> on gray box and begin typing the *detailed* description.

In order to notify the public (especially the minority, elderly, women, limited english proficiency, and low income individuals), our public hearing advertisement was advertised in both English and Spanish in the major newspaper for the area on one of the highest circulation days of the year. In addition, the public hearing advertisements were distributed to the following agencies:

- Cumberland County Department of Social Services
- Fayetteville Area System of Transit
- Mid-Carolina Council of Governments
- Cumberland County Work First
- Mid-Carolina Area Agency on Aging
- Cumberland County Planning and Inspections Department
- Fayetteville Area Metropolitan Planning Organization
- Vocational Rehab Independent Living Center
- Employment Source
- Cumberland County Coordinating Council on Older Adults
- Cumberland County Mental Health
- Cape Fear Valley Hospital Emergency Services
- Cumberland County Schools Transportation Department
- Cumberland County Health Department
- Fresenius Medical Care (Dialysis)



FY26 LOCAL SHARE CERTIFICATION FOR FUNDING

County of Cumberland

Requested Funding Amounts

Project	Total Amount	Local Share**
5311 Administrative	\$ <u>203,757</u>	\$ <u>30,565</u> (15%)
5310 Operating (No State Match)	\$ 300,000	\$ 60,000 (20%)
5307 Capital & Operating	\$ 196,506	\$ 98,253 (50%)
ROAP	\$ <u>301,000</u>	\$ 8,034 (10%)

Funding programs covered are 5311, 5310, 5339 Bus and Bus Facilities, 5307 (Small fixed route, regional, and consolidated urban-rural systems)

TOTAL	\$ <u>1,001,263</u>	\$ <u>196,852</u>
	Total Funding Requests	Total Local Share

**NOTE: Applicants should be prepared for the entire Local Share amount in the event State funding is not available.

The Local Share is available from the following sources:

Source of Funds	Apply to Grant	<u>Amount</u>	
<u>General Funds</u>	<u>196,662</u>	\$ <u>196,852</u>	

TOTAL

\$ 196,662

** Fare box revenue is not an applicable source for local share funding

I, the undersigned representing (*Legal Name of Applicant*) <u>County of Cumberland</u> do hereby certify to the North Carolina Department of Transportation, that the required local funds for the FY2025 Community Transportation Program and 5307 Governors Apportionment will be available as of <u>July 1, 2025</u>, which has a period of performance of July 1, 2025 – June 30, 2026.

Signature of Authorized Official

Type Name and Title of Authorized Official

Date



NORTH CAROLINA

COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: TYE VAUGHT, CHIEF OF STAFF / INTERIM DIRECTOR OF COMMUNITY DEVELOPMENT
- DATE: 9/5/2024

SUBJECT: COMMUNITY DEVELOPMENT PROGRAM YEAR 2023 DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

BACKGROUND

Attached is the draft Program Year (PY) 2023 Consolidated Annual Performance and Evaluation Report (CAPER) prepared by Community Development. This document is available for public review and comment during the period September 2, 2024 – September 20, 2024. Copies have also been distributed to other locations throughout the County (See attached Public Notice). The final CAPER will be available at the Community Development office, the Clerk to the Board of Commissioners office, and on the County's website (cumberlandcountync.gov) for viewing.

The PY2023 CAPER provides detailed program accomplishments and an assessment of our efforts in meeting the goals and objectives set forth in our Annual Action Plan for the period July 1, 2023 through June 30, 2024. Performance reporting meets three basic purposes:

1) it provides the U.S. Department of Housing and Urban Development (HUD) with necessary information for the Department to meet its statutory requirements to assess each grantee's ability to carry out relevant community development programs in compliance with all applicable rules and regulations;

2) it provides information necessary for HUD's Annual Report to Congress, also statutorily mandated; and

3) it provides grantees an opportunity to describe to citizens their successes in revitalizing deteriorated communities and meeting objectives outlined in the Consolidated Plan.

This reporting tool assures that citizens, community groups, and other interest stakeholders in the community planning process are accurately informed of the use of these federal funds.

RECOMMENDATION / PROPOSED ACTION

Community Development requests that the Board of County Commissioners hold a public hearing on the draft PY2023 CAPER to offer input and comments, as well as receive comments from the public. No other action is necessary.

ATTACHMENTS:

Description Program Year 2023 DRAFT CAPER Public Notice Type Backup Material Backup Material



CUMBERLAND COUNTY COMMUNITY DEVELOPMENT

Presents the

PROGRAM YEAR 2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Year 4 of the PY2020-2024 Consolidated Plan

Public Review Period: September 2, 2024 – September 20, 2024 Public Hearing: September 16, 2024 @ 6:45 p.m. Cumberland County Courthouse 117 Dick Street (Room 118), Fayetteville, NC

DRAFT (V. 1)

Amendments to the Draft and Final Reports Can Be Found at <u>www.cumberlandcountync.gov</u>. Click on <u>Community Development's Webpage</u>



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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.91.520(a) This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

As a designated entitlement jurisdiction, Cumberland County receives Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds annually from the U.S. Department of Housing and Urban Development (HUD). For the Program Year (PY) 2023, the County received \$930,856 in CDBG funds and \$459,564 in HOME funds. At the end of each grant cycle, Cumberland County prepares a Consolidated Annual Performance and Evaluation Report (CAPER) to summarize the County's progress toward achieving the goals and objectives established in the approved PY 2020-2024 Consolidated Plan. This report covers the period beginning July 1, 2023 through June 30, 2024 and is the fourth year of the Consolidated Plan period.

Cumberland County utilizes CDBG, HOME, and other funding to address the priorities identified in the Consolidated Plan. The main priorities identified in the Consolidated Plan include affordable housing, homeless services, public services, and public facilities. All activities are carried out within Cumberland County's geographic service area, which includes the Towns of Eastover, Falcon, Godwin, Hope Mills, Linden, Spring Lake, Stedman, Wade, and the unincorporated areas. Some of the major initiatives and highlights include:

- Completing Phase I of a multiphase single-family affordable housing development targeting homebuyers with low-to-moderate income;
- Maintaining the current affordable housing stock by providing housing rehabilitation and minor repair assistance to low-to-moderate-income homeowners;
- Partnering with nonprofits to provide homeless services, healthcare services, and other public services to low-to-moderate-income persons;
- Partnering with a local nonprofit to assist in the administration of the PATH program;
- Partnering with local nonprofits to administer homeless prevention and rapid rehousing services through CARES Act funding;
- Addressing the needs of the homeless by providing assistance through rapid rehousing, transitional housing, permanent supportive housing, and shelter services;
- Planning and securing funding for the construction of a homeless support center; and
- Planning and securing funding for the construction of a Permanent Supportive Housing project consisting of 10 single-family housing units.

Cumberland County experiences challenges with a lack of affordable housing, transitional housing, and emergency shelter beds, with high construction costs continuing to be a factor. For Program Year 2023, Cumberland County expended nearly \$2.1 million in CDBG, HOME, CoC, and local funds to provide affordable housing, improve access to public services and homeless services, improve public facilities, and provide support services for those in need, focusing on meeting the needs of the homeless.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
APM-1 Management	Administration	CDBG: \$ / HOME: \$ / Cumberland County: \$288549	Other	Other	10	8	80.00%	2	6	300.00%
APM-2 Planning	Administration	CDBG: \$ / HOME: \$	Other	Other	2	0	0.00%	1	0	0.00%
APM-3 NRSA	Administration	CDBG: \$ / HOME: \$	Other	Other	1	0	0.00%			
CDS-1 Infrastructure	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	0	0.00%	10	0	0.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
CDS-1 Infrastructure	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%			
CDS-3 Public Services	Non-Housing Community Development	CDBG: \$ / HOME: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	300	9856	3,285.33%	1000	9856	985.60%
CDS-5 Clearance	Non-Housing Community Development	CDBG: \$ / HOME: \$	Buildings Demolished	Buildings	0	0		5	0	0.00%
CDS-5 Clearance	Non-Housing Community Development	CDBG: \$ / HOME: \$	Other	Other	0	0		1	0	0.00%
CDS-8 Revitalization	Non-Housing Community Development	CDBG: \$ / HOME: \$	Other	Other	0	0		2	0	0.00%
EDS-2 Financial Assistance	Non-Housing Community Development	CDBG: \$ / HOME: \$	Businesses assisted	Businesses Assisted	5	0	0.00%	1	0	0.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
HOM-2 Operations/Support	Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	16	6.40%	100	16	16.00%
HOM-3 Homeless Prevention	Homeless	CDBG: \$ / County & City: \$200000	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	750	0	0.00%	50	12	24.00%
HOM-3 Homeless Prevention	Homeless	CDBG: \$ / County & City: \$200000	Homelessness Prevention	Persons Assisted	250	0	0.00%			
HSS-1 Homeownership Assistance	Affordable Housing	CDBG: \$ / HOME: \$50000	Direct Financial Assistance to Homebuyers	Households Assisted	50	0	0.00%	3	0	0.00%
HSS-2 Housing Construction	Affordable Housing	CDBG: \$ / HOME: \$ / Cumberland County: \$468065	Rental units constructed	Household Housing Unit	35	0	0.00%	48	0	0.00%
HSS-2 Housing Construction	Affordable Housing	CDBG: \$ / HOME: \$ / Cumberland County: \$468065	Homeowner Housing Added	Household Housing Unit	25	5	20.00%	5	5	100.00%
HSS-3 Housing Rehabilitation	Affordable Housing	CDBG: \$ / HOME: \$	Rental units rehabilitated	Household Housing Unit	155	0	0.00%	10	0	0.00%

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
HSS-3 Housing Rehabilitation	Affordable Housing	CDBG: \$ / HOME: \$	Homeowner Housing Rehabilitated	Household Housing Unit	250	13	5.20%	10	13	130.00%
HSS-3 Housing Rehabilitation	Affordable Housing	CDBG: \$ / HOME: \$	Other	Other	5	0	0.00%			
HSS-5 Housing Education	Affordable Housing	CDBG: \$ / HOME: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		100	0	0.00%
HSS-6 Housing Purchase	Affordable Housing	CDBG: \$ / HOME: \$	Direct Financial Assistance to Homebuyers	Households Assisted	25	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Affordable Housing Needs

- Cumberland County expended \$288,532.23 in HOME and general funds to begin construction of six single-family homes in Spring Lake, NC, and all 5 Phase I homes have been sold or are under contract.
- \$429,296 was utilized for housing rehabilitation and minor repair assistance to 13 homeowners. Approximately \$246,723 was used for project delivery costs to support housing-related activities.

Homeless Needs

- Approximately 2,023 low-to-moderate-income people were assisted through the Coordinated Entry referral system, which assesses the needs of people who are homeless or at risk of homelessness and ensures that individuals have fair and equal access to housing and services.
- Through the CDBG-CV Public Services program, \$96,537 was expended to assist approximately 44 households with tenant-based rental assistance, utilities, and other supportive services;
- City and County general funds in the amount of \$133,548 were used to support the Data and Evaluation Analyst position, the cost of the Homeless Management Information System (HMIS), and housing and supportive services, which include hotel assistance, rent and security deposits, utilities, and other housing-related costs.
- CDBG funds in the amount of \$21,271.82 were expended to provide tenant-based rental assistance, security deposits, utilities, and other homeless services to 16 individuals.
- Approximately \$187,972 was utilized to support transitional housing, permanent supportive housing, and rapid rehousing programs funded through the Continuum of Care Program grant. CDBG funds in the amount of \$68,661 were used as match towards providing additional support for these programs. Approximately 129 individuals were assisted through these programs.
- Through partnership with a nonprofit, the Projects for Assistance in Transition from Homelessness (PATH) program conducted 801 outreach contacts to 404 persons and enrolled 11 persons in the program. The County expended \$60,362 in general funds as match.
- Approximately \$182,523 in CDBG funds were used for land acquisition for a homeless support center.

Non-Housing Community Development Needs

Through the CDBG Public Services program, \$150,000 in CDBG funds were used to provide:

- Prescription medications and other health services for 2,261 low-to-moderate income individuals.
- Food, diapers, and hygiene kits to 3,262 low-to-moderate income individuals.
- Case management and other supportive services to 1,193 homeless and at-risk women.
- Mental health services to 20 low-to-moderate income women experiencing domestic violence.

- Mental health services to 84 low-to-moderate income individuals.
- Recovery housing and support services to 37 extremely low income individuals with substance use disorders.
- Emergency shelter services to 931 low-to-moderate income individuals.

CDBG expenditures include:

- 1. Housing Rehabilitation/Repair = \$429,296
- 2. Housing Project Delivery = \$246,723
- 3. Public Services = \$220,789
- 4. Public Services (CDBG-CV) = \$140,358
- 5. General Administration = \$201,433

HOME expenditures include:

- 1. Housing = \$288,532
- 2. General Admin = \$38,913

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	2,640	0
Black or African American	5,616	5
Asian	59	0
American Indian or American Native	169	0
Native Hawaiian or Other Pacific Islander	28	0
Total	8,512	5
Hispanic	582	1
Not Hispanic	7,930	0

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Black/African American families are overrepresented compared to Cumberland County's demographic breakdown as a whole. 66% of the families assisted were Black/African American, while they make up 39% of the total population. White (31%) and Asian (1%) families are underrepresented compared to their total population, which are 43% and 3%, respectively. Hispanic families are also underrepresented, accounting for 7% of the families assisted while being 12% of the total population.

CR-15 - Resources and Investments 91.520(a)

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	2,055,856	1,494,215
HOME	public - federal	3,407,564	327,445
Other	public – local & federal	1,169,132	627,971

Identify the resources made available

Table 3 - Resources Made Available

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Countywide-Other	75	85	Comprehensive
Low- and Moderate-Income			
Areas	20	15	
Shaw Heights NRSA	5	0	

Table 4 – Identify the geographic distribution and location of investments

Narrative

Most of the funding is invested countywide, primarily to low-to-moderate income clientele, via the housing rehabilitation, minor repair, and public services projects. Our housing construction projects are being completed in a low-to-moderate income area.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

General funds in the amount of approximately \$154,740 were used to leverage federal funds in the 2023 Program Year, including for the PATH program, CoC grants, and the Homeless Initiative Fund.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	36,177
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	36,177
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	36,177

Table 5 – Fiscal Year Summary - HOME Match Report

	Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match	

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the	Program Income – Enter the program amounts for the reporting period									
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$						
0	0	0	0	0						

Table 7 – Program Income

	Total	1	Minority Busin	ess Enterprises		White Non-
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non- Hispanic	Hispanic	Hispanic
Contracts		L				
Dollar						
Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts	5					•
Number	0	0	0	0	0	0
Dollar						
Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar						
Amount	0	0	0			
Number	0	0	0			
Sub-Contracts	5					
Number	0	0	0			
Dollar						
Amount	0	0	0			

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Alaskan Native or American Indian	Minority Prop Asian or Pacific Islander	n or Black Non- Hispanic His fic Hispanic -		White Non- Hispanic
Number	0	0	0	0	0	0
Dollar						
Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of								
relocation payn	nents, the	numbei	r of parc	els acquire	d, ar	d the cost of a	cquisition	
Parcels Acquired		0		0				
Businesses Displaced		0		0				
Nonprofit Orga	nizations							
Displaced				0		0		
Households Ter	Households Temporarily							
Relocated, not	Displaced			0		0		
Households	Total		Minority Property Enterprises				White Non-	
Displaced		Alas	kan	Asian o	r	Black Non-	Hispanic	Hispanic
		Nativ	/e or	Pacific	:	Hispanic		
		Ame	rican	Islande	r			
		Ind	ian					

Table 10 – Relocation and Real Property Acquisition

OMB Control No: 2506-0117 (exp. 09/30/2021)

Number

Cost

CAPER

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be		
provided affordable housing units	100	82
Number of Non-Homeless households to be		
provided affordable housing units	53	18
Number of Special-Needs households to be		
provided affordable housing units	5	0
Total	158	100

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through		
Rental Assistance	100	82
Number of households supported through		
The Production of New Units	53	5
Number of households supported through		
Rehab of Existing Units	20	13
Number of households supported through		
Acquisition of Existing Units	10	0
Total	183	100

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Cumberland County had conditionally awarded HOME funding to a potential LIHTC multifamily housing development for the 2023 Program Year; however, the project was not chosen and we fell short of our goals mainly for that reason. The County has been unable to rehabilitate as many units as its goal due to high construction costs and short staffing.

Discuss how these outcomes will impact future annual action plans.

The County has conditionally awarded HOME funding to another potential LIHTC multifamily housing development for the 2024 Program Year, and it is hoped that the project will be chosen and construction can begin. We are continuously exploring new projects to increase our housing supply and

will continue to work in partnership with local nonprofits, public agencies, the City of Fayetteville, and for-profit organizations to address short-term and long-term needs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	64	0
Low-income	16	0
Moderate-income	15	4
Total	95	4

Table 13 – Number of Households Served

Narrative Information

The individuals receiving rental assistance were primarily extremely low-income, while the majority of households receiving rehabilitation assistance were low-income. All of the households receiving HOME funds as part of a homebuyer program were moderate-income.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Cumberland County Community Development Department (CCCD) has made substantial progress in its efforts to reduce and end homelessness, particularly through outreach and the assessment of individual needs among homeless persons, including those who are unsheltered.

- Leadership and Coordination: CCCD continues to serve as the Lead Agency and Collaborative Applicant for the Fayetteville/Cumberland County Continuum of Care on Homelessness (CoC). By maintaining an active role on the CoC Board as an Ex-officio member, CCCD ensures strategic oversight and coordination of homelessness services across the jurisdiction. This leadership role has enabled the County to streamline efforts and resources to address homelessness comprehensively.
- 2. Annual Point-in-Time Count and Data Management: CCCD leads the annual Point-in-Time Count, a critical activity that helps identify and quantify the homeless population, both sheltered and unsheltered. This data collection is essential for understanding the scope of homelessness in the area and for informing targeted interventions. The HMIS and Data Analyst provides crucial training to participating agencies on the Homeless Management Information System (HMIS), enhancing the accuracy and consistency of data across the CoC network. This focus on datadriven approaches allows for more effective planning and resource allocation.
- 3. **Training and Technical Assistance**: CCCD provides ongoing training and technical assistance to CoC providers, ensuring they have the knowledge and skills necessary to serve the homeless population effectively. This support helps maintain a high standard of service delivery and fosters collaboration among the various organizations within the CoC network.
- 4. **Funding and Support for Outreach and Coordinated Entry**: Cumberland County has allocated funding to local nonprofits for street outreach initiatives and to support the Coordinated Entry System (CES). The CES serves as a centralized, community-wide process that ensures fair and equal access to housing and services for people experiencing homelessness. This system is particularly effective in reaching homeless populations, assessing their individual needs, and prioritizing resources based on the severity of those needs. By supporting CES, the County enhances its ability to identify and address the needs of both sheltered and unsheltered homeless individuals.
- 5. **Partnerships and Expanded Service Options**: During the reporting period, CCCD partnered with and funded a local organization to provide supportive services for the Project for Assistance in Transition from Homelessness (PATH) program. This collaboration has significantly expanded

housing and service options for the target population, addressing previously unmet needs and removing barriers to housing stability. Additionally, this partnership has allowed CCCD to leverage additional resources, build capacity, and ensure the sustainability of its programs, thereby contributing to long-term solutions for homelessness.

Overall, Cumberland County has made notable progress in reaching out to homeless persons, especially the unsheltered, and in assessing and addressing their individual needs. Through its leadership in the CoC, strategic use of data, targeted funding, and strong partnerships, the County continues to strengthen its efforts to reduce and ultimately end homelessness within the community.

Addressing the emergency shelter and transitional housing needs of homeless persons

Cumberland County has implemented a comprehensive approach to address the emergency shelter and transitional housing needs of homeless individuals and families, including the following:

Transitional Housing Program: Cumberland County administers the Robin's Meadow Transitional Housing Program, which provides 12 units specifically for homeless families with children. This program, funded in part by CDBG funds, offers temporary housing for up to 12 months. It supports families who are either literally homeless or fleeing domestic violence, allowing them to stabilize their situation while they seek permanent housing solutions. The program is a collaborative effort involving Coordinated Entry and Domestic Violence shelters to ensure effective placement and support.

Emergency Shelter and Rapid Rehousing: As the Lead Agency for the Emergency Services Grant (ESG) applications, Cumberland County plays a critical role in allocating funds to local homeless shelter providers. The Care Center Family Violence Program operates as an Emergency Shelter for victims of domestic violence, providing immediate refuge and support. Additionally, Cumberland HealthNET engages in street outreach and rapid rehousing initiatives, helping individuals and families transition from homelessness to permanent housing. Both of these agencies receive ESG funding, underscoring the county's commitment to addressing urgent needs and facilitating pathways to stable housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

To help low-income individuals and families, particularly those at extreme risk of homelessness, Cumberland County has implemented several key strategies:

1. Addressing Economic Hardship: During the reporting period, the economic impacts of high inflation and the continued effects of the COVID-19 pandemic have resulted in increased threats of foreclosure and eviction. To combat these challenges, Cumberland County utilized CDBG-CV funding to expand support services. This included subcontracting with various agencies and partnering with nonprofits to

broaden access to emergency services and other supportive programs for low- and moderate-income residents. Additionally, general funds were allocated to cover hotel and motel costs for individuals experiencing homelessness when traditional shelters reached capacity, ensuring immediate relief for those in need.

2. Supporting Individuals Discharged from Public Systems: Cumberland County is committed to supporting individuals transitioning from publicly funded institutions. The County collaborates with local re-entry programs to aid those being discharged from correctional facilities. Furthermore, discharge planning protocols have been established statewide for foster care, health care, mental health facilities, and corrections. By participating in FCCCoC initiatives, Cumberland County promotes adherence to these protocols, facilitating smoother transitions and reducing the risk of homelessness.

3. Housing Preservation Efforts: Cumberland County's Housing Rehabilitation Program plays a crucial role in preventing homelessness by addressing deteriorating housing conditions and maintaining affordable housing stock. Through this program, homeowners receive financial assistance to keep their properties and prevent them from falling into severe disrepair. This proactive approach helps safeguard residents from the risk of their homes becoming uninhabitable, thereby mitigating one of the often-overlooked causes of homelessness.

Overall, Cumberland County's comprehensive strategies address both immediate and long-term needs, focusing on economic support, effective discharge planning, and home preservation to help low-income individuals and families avoid homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Cumberland County employs a multifaceted approach to assist homeless individuals, including chronically homeless individuals and families, families with children, veterans, and unaccompanied youth, in transitioning to permanent housing and independent living. This approach aims to shorten the duration of homelessness, facilitate access to affordable housing, and prevent recidivism into homelessness. Here's how:

1. Supporting Homeless Management and Data Systems: Cumberland County, in collaboration with the City of Fayetteville, allocates local general funds to operate and maintain the Homeless Management Information System (HMIS). This system is crucial for collecting client-level data and tracking the provision of housing and services. A portion of the funds is dedicated to housing-related assistance and supportive services, as well as retaining a Data and Evaluation Analyst to ensure effective management of HMIS. This infrastructure helps streamline the process of tracking and supporting individuals transitioning out of homelessness.

2. Housing Assistance and Supportive Services: Local general funds are also used to provide housing assistance and supportive services to individuals at or below 80% of the Area Median Income. This includes financial assistance for security deposits, rental, and utility costs, which helps individuals avoid eviction or foreclosure and transition from homelessness to permanent housing. By addressing immediate needs and providing stability, these services reduce the risk of individuals and families becoming homeless again.

3. Specialized Programs for Vulnerable Populations:

- Support for Chronically Homeless Individuals: Cumberland County partners with a local nonprofit to administer the PATH program, offering supportive services to single adults with severe mental health and substance use disorders. This program connects individuals with housing, comprehensive case management, life skills training, employment assistance, and medical/mental health support.
- **Permanent Supportive Housing:** The CCCD operates the Safe Homes for New Beginnings program, a CoC Program that offers permanent supportive housing designated for individuals with disabilities and experiencing chronic homelessness. This program ensures a stable living environment coupled with essential support services.
- Veterans' Housing Support: Volunteers of America administers the Supportive Services for Veteran Families Program, offering short- to medium-term financial assistance to veterans and their families. The Fayetteville Metropolitan Housing Authority collaborates with the Fayetteville Veteran Affairs Medical Center to provide HUD-VASH vouchers to eligible homeless veterans.

4. Expanding Affordable Housing: Cumberland County is committed to increasing the supply of affordable housing by working with local developers. The County requires developers to allocate a percentage of new housing units to extremely low-income individuals, particularly those experiencing homelessness. This effort aims to create more permanent housing options and improve housing stability for vulnerable populations.

Through these coordinated efforts, Cumberland County addresses the immediate and long-term needs of homeless individuals and families, facilitating their transition to stable, permanent housing while preventing future episodes of homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Cumberland County continues to partner with the Fayetteville Metropolitan Housing Authority (FMHA) and other affordable housing agencies. Cumberland County continues to work with FMHA to develop a strategic plan that will enable FHMA to designate units that target households with incomes at or below 30% of the AMI. The CoC and CCCD are in the process of implementing a referral and release of information process that will enable homeless providers to assist their clients successfully obtain housing through the FMHA.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

Cumberland County awarded CDBG funds to an agency that provides housing counseling to potential homebuyers, including those living in public housing. The agency did not use the funding for this Program Year, but the County will encourage other agencies to apply for funding in the future to do the same.

Actions taken to provide assistance to troubled PHAs

Not applicable – FMHA has been designated as a high-performing housing authority and is not considered troubled.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

To remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing, the County has implemented the following actions:

- Strategic Partnerships with CHDOs: The County has actively partnered with a Community Housing Development Organization (CHDO) to expand the production and availability of affordable housing. These partnerships leverage the expertise and resources of CHDOs, ensuring that affordable housing initiatives are effectively targeted and implemented.
- Low-Interest Rehabilitation Loans: To encourage the rehabilitation of rental properties, the County offers low-interest loans to investor-owners. This program specifically targets properties that can be rented to low- and moderate-income tenants, thereby increasing the supply of affordable rental housing while improving the quality of existing housing stock.
- Comprehensive Homebuyer Assistance: The County provides a range of financial assistance to low- and moderate-income homebuyers, including loans, closing cost assistance grants, and mortgage credit certificates. These programs help to lower the financial barriers to homeownership, making it more accessible for underserved populations.
- Promotion of the Housing First Model: The County encourages Continuum of Care (CoC)
 homeless service providers to adopt the Housing First Model, which prioritizes immediate
 access to housing for homeless individuals without preconditions. This approach reduces the
 barriers that homeless persons often face when trying to secure housing, such as requirements
 for sobriety or participation in treatment programs.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Cumberland County was able to use a portion of its CDBG funds to support public service activities that meet the underserved needs, and focusing on homeless services. Cumberland County continues to engage with the local municipalities and residents throughout the geographic service area to identify any unmet needs. In addition, Cumberland County continues to seek other resources to create additional services or support existing programs. Specific actions taken include the following:

- Strong partnerships were established with local nonprofit organizations, service providers, and government agencies to pool resources and expertise. This collaborative approach helped to create a more coordinated and comprehensive response to the needs of underserved populations.
- Efforts were made to reach underserved communities through targeted outreach initiatives. This included organizing community meetings, using social media platforms, and working with

community leaders to ensure that information about available services and resources reached those who needed them most.

- Resources were strategically allocated to programs and services that directly address the needs of underserved populations. This included funding for housing assistance, healthcare services, and homeless services, ensuring that these essential services were accessible to those in need.
- Data collection and analysis were used to identify gaps in services and to monitor the effectiveness of programs. This data-driven approach allowed for the adjustment of strategies and resource allocation to better meet the evolving needs of underserved communities.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Cumberland County did not encounter or rehabilitate any houses with lead-based paint during this Program Year, despite the presence of many homes built before 1978. However, the County remains committed to proactively addressing potential lead-based paint hazards through education and training. The following actions have been implemented:

- Lead-Based Paint Hazard Reduction: Lead-based paint hazard reduction measures are integrated into all housing programs to ensure full compliance with 24 CFR 35. These measures are designed to protect residents from the dangers of lead exposure.
- Contractor Training Requirements: Contractors working on homes built before 1978 are required to complete Safe Work Practices training for lead-based paint. Contractors may obtain this training from any qualified provider, and Cumberland County mandates that a certificate of completion is presented before any work on pre-1978 homes can begin. The County accepts certificates from all recognized Safe Work Practice training providers.
- Staff Training on Regulations: County staff are fully trained in the latest HUD/EPA regulations, which require contractors to utilize Safe Work Practices to mitigate lead-based paint hazards in private homes and childcare centers. This ensures that all rehabilitation work meets the highest safety standards.
- Public Education: The County distributes the brochure "The Lead-Safe Certified Guide to Renovate Right" to all applicants of the housing rehabilitation program. This brochure educates homeowners on the dangers of lead-based paint and the importance of following safety guidelines during renovation.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Cumberland County leveraged CDBG, HOME, and local general funds to address housing-related challenges and expand access to critical human services. To improve accessibility, the County has revised its housing program policies, making it easier for poverty-level families to benefit from available resources.

The County remains committed to proactively addressing the needs of poverty-level families through its programs and strategic partnerships with human services agencies. These collaborative efforts aim to

alleviate the excessive rent burdens faced by low-income families by providing assistance through various initiatives, including housing rehabilitation, transitional housing, rapid rehousing, and public services. Additionally, the County offers access to essential medications for chronic illnesses and other medical needs, ensuring that health challenges do not compound the financial struggles of these families.

Cumberland County continues to support and promote programs that provide housing education, empowering families with the knowledge and resources needed to achieve long-term stability and selfsufficiency. Through these comprehensive efforts, the County is making significant strides in reducing poverty and improving the quality of life for its most vulnerable residents.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Cumberland County, with its extensive experience, is well-positioned to implement and coordinate activities among local housing authorities, private organizations, and non-profit agencies. The County is committed to continuously exploring new partnerships to enhance efforts to reduce homelessness and expand support for vulnerable populations.

To ensure efficiency and effectiveness, Cumberland County has streamlined its processes, making service delivery more responsive and accessible. Additionally, the County is actively seeking additional funding resources to bolster its capacity to offer a broader range of programs and services. These ongoing efforts to strengthen institutional structures reflect the County's dedication to improving outcomes for its residents.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Cumberland County has taken significant steps to strengthen coordination between public and private housing agencies and social service organizations, ensuring that residents have seamless access to essential services. One key action is through the annual Request for Proposal (RFP) process, which allocates funding to eligible agencies that demonstrate the capacity to effectively deliver vital services. This strategic approach not only ensures the efficient use of resources but also fosters collaboration among service providers.

The funding provided through this process supports a wide range of critical services, including access to emergency shelter, prescription medications, rental and utility assistance, transportation, and other housing-related and supportive services. By prioritizing agencies that can deliver these services efficiently and effectively, Cumberland County ensures that residents, especially those facing housing instability or financial hardship, receive the support they need. The County actively promotes collaboration among agencies in its role as Lead Agency for the Continuum of Care. The County has utilized the CoC Planning Grant to assist the CoC with strategic planning, bringing together the community's service providers for input. These meetings have provided a platform for sharing best

practices, identifying service gaps, and developing integrated strategies to address complex challenges.

Through all of these efforts, Cumberland County enhances the overall impact of its programs and ensures that the diverse needs of its residents are met comprehensively and effectively.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The following actions reflect Cumberland County's ongoing commitment to overcoming the barriers identified in its fair housing analysis, ensuring that all residents, regardless of race, ethnicity, or economic status, have equal access to housing opportunities. Through targeted education, strategic partnerships, and the construction of new affordable housing, the County continues to make meaningful progress in promoting fair housing and addressing the needs of its diverse population.

- Fair Housing Specialist Staffing and Support: Cumberland County has allocated funding to employ a dedicated Fair Housing Specialist. This specialist plays a crucial role in addressing fair housing complaints, educating the community on fair housing rights, and ensuring compliance with fair housing laws. By maintaining this position, the County actively works to eliminate discriminatory practices and promote equal housing opportunities for all residents.
- Increasing Awareness and Education: To further promote fair housing, Cumberland County has
 intensified its efforts to raise awareness of fair housing laws among housing service providers,
 particularly those serving minority groups and special populations. These efforts include
 distributing literature, conducting workshops, and engaging in mainstream networking activities.
 By partnering with other agencies, the County ensures that information about fair housing rights
 is widely disseminated and understood, helping to prevent discriminatory practices and
 ensuring that all residents are aware of their rights and the resources available to them.
- Expanding Affordable Housing through Partnerships: In collaboration with a Community Housing Development Organization (CHDO), Cumberland County is actively working to increase the availability of affordable housing. One notable initiative is the construction of six new affordable housing units in Spring Lake. This project not only addresses the need for more affordable housing but also demonstrates the County's commitment to ensuring that residents have access to safe, affordable, and fair housing options.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Cumberland County ensures compliance with all federal, state, and local requirements. Cumberland County maintains an updated monitoring plan to ensure programmatic, financial, and crosscutting requirements are met by the sub-grantees. Projects and programs that are funded with CDBG, HOME, CoC, and other Federal and State funds are subject to monitoring. All sub-grantees receiving CDBG Public Services funds are monitored on a regular basis through the submittal of either monthly, quarterly, or one-time reports to the County, as identified in their funding agreements. For agencies that receive HOME or CDBG funds for development of housing, long-term affordability controls are monitored in accordance with the funding agreements.

Sub-grantee monitoring includes:

Pre-disbursement / pre-monitoring conferences are conducted to ensure that sub-grantees understand the rules and requirements of the programs. During each conference, specific contract requirements, documentation and filing procedures, reporting requirements, and reimbursement procedures are explained to the sub-grantee.

Desk reviews are conducted periodically as requests for reimbursements are submitted by the subgrantees on a monthly basis to ensure timely expenditure of funds. The County disburses its funds via a reimbursement process. The County reimburses sub-grantees only when a request for reimbursement was accompanied with supporting documentation such as copies of invoices, cancelled checks, receipts, time sheets, etc. Sub-grantees were also required to submit budget summary reports so that these reports can be compared for accuracy. Activity summary reports are required to be submitted on a regular basis to monitor the sub-grantee's progress towards meeting their goals.

Onsite monitoring visits are performed during the program year on selected sub-grantees. Some of the areas reviewed most often during onsite visits include:

- Compliance with participant eligibility, income certification requirements, and documentation guidelines; and reporting;
- Confidentiality procedures;
- Progress towards meeting projected goals and timely use of funds;
- Compliance with specific contractual requirements; and
- Review of audit report.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

Cumberland County follow its Citizen Participation Plan and encourages all citizens, public agencies, and other interested parties to review and comment on performance reports on housing and community development activities. Cumberland County ensures that the public is provided with reasonable and timely access to meetings, information and records. A draft of the Consolidated Annual Performance and Evaluation Report (CAPER) is being made available for public review for 15 days prior to submission to HUD. Notice of the comment period was published in the local newspaper and the draft is posted on the County's website. Hard copies were made available at a few locations to include Cumberland County Community Development's lobby and Town Halls. A public notice of the hearing was published at least two weeks prior to the hearing date.

The Public Hearing is held September 16, 2024 at the Cumberland County Board of Commissioners' meeting. Any comments received will be attached to this report.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

Cumberland County Community Development (CCCD) remains committed to continually assessing its policies and procedures to ensure that its programs effectively address the needs of residents, particularly those with high-priority needs. Based on ongoing evaluations and feedback, CCCD has identified areas where program design adjustments are necessary to better serve the community.

During this Program Year, CCCD implemented a significant change to its Homeowner Rehabilitation program. Specifically, the policy was revised to increase the funding limit for Emergency Repair grants. This adjustment was made in response to the growing demand for urgent home repairs among low-income homeowners, which had previously been constrained by funding caps. By raising the amount available for Emergency Repair grants, CCCD can now assist more residents in addressing critical repair needs, thereby enhancing the safety and livability of their homes.

This change not only enables CCCD to serve more residents but also aligns with the Department's broader goals of improving housing stability and quality of life for vulnerable populations. Moving forward, CCCD will continue to monitor the effectiveness of these changes and remain open to further adjustments, ensuring that its programs remain responsive to the community's evolving needs.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Cumberland County completed onsite monitoring for the following HOME affordable housing projects:

- 1. Spring Lake Green-June 17, 2024
- 2. Southview Green-June 18, 2024
- 3. Southview Villas-June 18, 2024
- 4. Sycamore Park-June 24, 2024
- 5. Dogwood Manor-June 24, 2024
- 6. Haymount Manor-June 25, 2024
- 7. Legion Manor-June 26, 2024
- 8. Legion Crossing-June 26, 2024

Items that were reviewed during the affordable housing project monitoring included, but were not limited to, the following:

- HOME Rental Project Compliance Report (completed by Property Managers)
- Current Rent Roll
- Approved rent charged & utility allowance list with effective dates
- Intake application package (blank copies)
- Discharge/Termination procedure
- Lease agreement (blank)
- Affirmative Fair Housing Marketing Plan (form HUD-935.2)
- House rules/Tenant selection policy
- Waiting List

Tenant Files (both active and inactive) were reviewed to check for income verification and recertification, lease accuracy, inspections, and proper rent and utility allowance limits. Monitoring also included HQS physical inspections of 10% of the units at each property.

There were no significant findings for the eight properties monitored during the 2023 Program Year.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

Affirmative Marketing

United Management uses a marketing strategy that utilizes various outreach methods and newspaper advertisements. Outreach efforts are made through churches, personal visits, site signs, and community contacts. The waiting list for prospective tenants is significant for all apartment complexes.

Tenant Selection and Lease Term

The criteria for selecting tenants is based on the gross household income, household size, credit check, criminal background check, and monthly income for one, two, and three or more member households. The lease is effective for 12 months. At the end of the term, the lease is renewable month to month.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The County received \$232,922.35 in HOME program income in PY 2023. No HOME program income was utilized on projects in PY 2023.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

The County remains proactive in expanding and preserving its affordable housing stock. One key strategy involves the ongoing exploration of land and existing property acquisition opportunities. By identifying and acquiring suitable parcels of land and existing structures, the County can facilitate the development of new affordable housing units and the rehabilitation of existing properties for this purpose. These efforts are critical in ensuring a steady supply of affordable housing options, particularly in areas with high demand and limited availability. Additionally, the County seeks to leverage these acquisitions through partnerships with developers, non-profit organizations, and Community Housing Development Organizations (CHDOs), maximizing the impact of its investments and ensuring long-term affordability.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME
Total Number of Activities		1
Total Labor Hours		1,850
Total Section 3 Worker Hours		1,439
Total Targeted Section 3 Worker Hours		0

Qualitative Efforts - Number of Activities by Program	CDBG	HOME
Outreach efforts to generate job applicants who are Public Housing		
Targeted Workers		
Outreach efforts to generate job applicants who are Other Funding		
Targeted Workers.		
Direct, on-the job training (including apprenticeships).		1
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.		
Technical assistance to help Section 3 workers compete for jobs (e.g.,		
resume assistance, coaching).		
Outreach efforts to identify and secure bids from Section 3 business		1
concerns.		1
Technical assistance to help Section 3 business concerns understand and bid on contracts.		
Division of contracts into smaller jobs to facilitate participation by		
Section 3 business concerns.		
Provided or connected residents with assistance in seeking employment		
including: drafting resumes, preparing for interviews, finding job		
opportunities, connecting residents to job placement services.		
Held one or more job fairs.		
Provided or connected residents with supportive services that can		
provide direct services or referrals.		
Provided or connected residents with supportive services that provide		
one or more of the following: work readiness health screenings,		
interview clothing, uniforms, test fees, transportation.		
Assisted residents with finding child care.		
Assisted residents to apply for, or attend community college or a four		
year educational institution.		
Assisted residents to apply for, or attend vocational/technical training.		
Assisted residents to obtain financial literacy training and/or coaching.		1
Bonding assistance, guaranties, or other efforts to support viable bids		
from Section 3 business concerns.		
Provided or connected residents with training on computer use or online		
technologies.		
Promoting the use of a business registry designed to create		
opportunities for disadvantaged and small businesses.		
Outreach, engagement, or referrals with the state one-stop system, as		
designed in Section 121(e)(2) of the Workforce Innovation and		
Opportunity Act.		
Other.		
	1	1

Table 14 – Total Labor Hours

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

The primary goal of the Section 3 program is to provide economic opportunities to low-income residents and public housing residents. This includes opportunities for job training, employment, and contracting. CCCD will continue to encourage recipients of HUD funding to hire low-income individuals and public housing residents for construction and non-construction jobs created through HUD-assisted projects.



StarNews | The Dispatch | Times-News Sun Journal | The Daily News | The Star The Free Press | Gaston Gazette The Fayetteville Observer

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Cumberland County Community De 707 Executive Place Fayetteville NC 28305

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/18/2024, 09/01/2024

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C. Sworn to and subscribed before on 09/01/2024

Lega

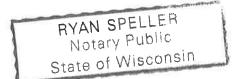
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PUBLIC NOTICE CUMBERLAND COUNTY COMMUNITY DEVELOP-MENT PY2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT PUBLIC REVIEW AND COMMENT PERIOD In continuing our efforts to enhance citizen participation among County commu-nity Development (CCCD) has made available for your review and comment a draft of the Program Yeau (PY) 2023 Consolidated Annual Performance and Evalua-tion Report (CAPER).

The CAPER provides infor-mation on Cumberland County's use of the Commu-County's use of the Commu-nity Development Block Grant and HOME Invest-ment Partnership Act grant funds during PY2023 (July 1, 2023-June 30, 2024). This allows the County an oppor-tunity to evaluate its overall progress in carrying out the priorities and specific objec-tives identified in its 2023 tives identified in its 2023 Annual Action Plan. All citizens are encouraged to review the document and offer comments.

offer comments. The CAPER will be avail-able for public comment and review at the following loca-tions from September 20, 2024. CCCD Office, 707 Executive Place, Fayetfeville, NC Castover Town Hall, 7876 Dunn Rd, Eastover, NC Falcon Town Hall, 7827 Royal Street, Falcon, NC Godwin Town Hall, 7827 Royal Street, Godwin, NC Hope Mills Town Hall, 7707 Rockfish Rd, Hope Mills, NC Linden Town Hall, 9456 Academy Street, Junden, NC Spring Lake Town Hall, 300 Ruth Street, Spring Lake, NC

NC Stedman Town Hall, 5110 Front Street, Stedman, NC Wade Town Hall, 7128 Main St, Wode, NC

Please contact your local Tawn Hall for hours of operation. The CAPER will also be available for review on the Cumberland County's website at https://www. cumberlandcountync.gov/ (an the Campunity Dovid) website at https://www. cumberlandcountync.gov/ (on the Community Devel-opment Department's web page), or upon reauest, can be emailed to you. The final version of the CAPER, as submitted to the U.S. Depart-ment of Housing and Urban Development, will be avail-able at the County Commis-sioner's office, Cumberland County Courthouse – Room 54, 117 Dick Street, Fayette-ville, NC 28301; CCCD's office; and on the County's website (on the Community Development Department's web page) after September 30th. 30th

PUBLIC HEARING PUBLIC HEARING A public hearing on the PY2023 CAPER will be held on September 16, 2024, 6:45 p.m., before the Cumberland County Board of Commis-sioners, Cumberland County Courthouse – Room 118, 117 Dick Street, Fayetteville, NC 2820 28301.

CCCD is committed to providing equal access to its facilities, programs, and services for persons with disabilities. Individu-als requesting any form of reasonable accommodation for public meetings/hearings should do so five (5) business days prior to the advertised meeting. However, if a request is made within five (5) business days, every reasonable effort will be made to accommodate the request.

If you have questions or comments concerning the PY2023 CAPER or the public hearing, call (910) 323-6112 / TTY: (910) 223-9386. August 18, September 1 2024 LWLM0144513



NORTH CAROLINA

PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 9/3/2024

SUBJECT: CASE # ZON-24-0027

BACKGROUND

ZON-24-0027: Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for one parcel comprising 1.95 +/- acres; located at 4266 Sids Mill Road, submitted by Larry Edwards (Agent/Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommended denial of the rezoning request from A1 Agricultural District to R40A Residential District at their August 20, 2024, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-24-0027, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0027, I move to deny the rezoning request from A1 Agricultural District to R40A Residential District and find the request is not consistent with the Vander Area Land Use Plan which calls for "Rural

Residential" at this location. The Board also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0027, I move to approve the rezoning request from A1 Agricultural District to R40A Residential District and find that the request is consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

ATTACHMENTS:

Description CASE # ZON-22-0027 Type Backup Material



Cumberland County Joint Planning Board

SEPTEMBER 16, 2024

- MEMO TO: Cumberland County Board of Commissioners
- FROM: Cumberland County Joint Planning Board
- SUBJECT: **ZON-24-0027:** Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for one parcel comprising 1.95 +/- acres; located at 4266 Sids Mill Rd, submitted by Larry Edwards (Agent/Owner).
- ACTION: Recommend denial of the rezoning request from A1 Agricultural District to R40A Residential District at their August 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF AUGUST 20, 2024

Mr. Fagan presented the case information and photos.

In Case ZON-24-0027, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Mr. Lloyd inquired about the width of the power line easement.

Mr. Moon advised that they could not locate a map at the Tax Collector's office and suggested that this may be due to the easement being associated with Duke Energy. He noted that Duke Energy would be involved and contacted during the site plan review process. Mr. Moon further stated that the applicant must comply with Duke Energy's setback requirements when preparing any plat.

The Board briefly discussed the details of the rezoning request, focusing specifically on the size of the lot and the power lines located on the parcel.

Mr. Lloyd opened the public meeting.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829 Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov



Cumberland County Joint Planning Board

Mr. Gary Strickland, a resident living two lots away from the property, spoke in opposition to the rezoning request. He provided the Board with a map showing the alignment of the power lines across the property, as well as a copy of the easement and a letter from Duke Energy outlining their development restrictions and allowances within the easement area. Mr. Strickland also expressed uncertainty about how the property owner could accommodate septic, water, sewer, and two manufactured homes on the site without adversely affecting the surrounding properties.

The Board posed questions to Mr. Strickland regarding the location and the history of the area.

Mr. Lloyd closed the public meeting.

Mr. Mobley stated that while he understood the staff's recommendation for approval of the rezoning request, he did not believe that the proposed change would be consistent with the character of the adjoining properties.

In Case ZON-24-0027, Mr. Mobley made a motion, seconded by Mr. Walters to recommend denial of the rezoning request from A1 Agricultural District to R40A Residential District. The Board finds that the request is not consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. The Board also finds that the request is not reasonable and in the public interest as it is not compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

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PLANNING STAFF REPORT **REZONING CASE # ZON-24-0027 Planning Board Meeting: August 20, 2024**

Jurisdiction: County-Unincorporated

Locations: 4266 Sids Mill Rd

PLANNING & INSPECTIONS

REQUEST

Rezoning A1 to R40A

Applicant requests a rezoning from A1 Agricultural District to R40A Residential District for approximately 1.95 +/- acres located at 4266 Sids Mill Rd, as shown in Exhibit "A". The parcel contains a single dilapidated storage building on the eastern portion of the parcel. The applicant intends to subdivide to create two lots, each with a manufactured home.

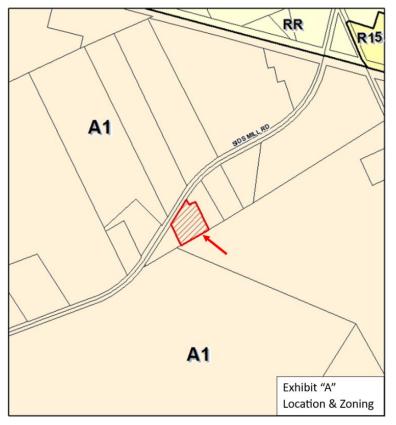
PROPERTY INFORMATION

OWNER/APPLICANT: Larry Edwards (Owner)

ADDRESS/LOCATION: Located at 4266 Sids Mill Rd, on the south side of Sids Mill Road approximately 2,300 feet south of Old Vander Road. Refer to Exhibit "A", Location and Zoning Map. REID number(s): 0466734265000.

SIZE: Parcel 0466734265000 has approximately 1.95 +/- acres and 262 feet of street frontage and is 318 feet +/- in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. A1 Agricultural District is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

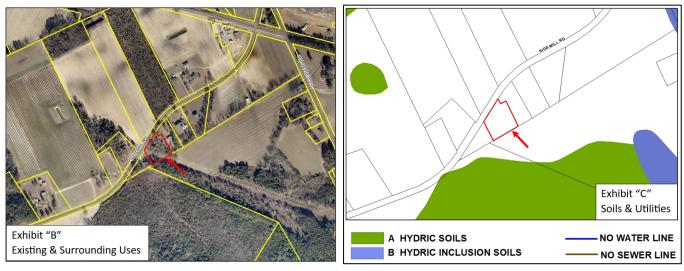


EXISTING LAND USE: The site has a dilapidated shed on the eastern side of the parcel with a portion to the south containing powerlines and the remainder being vacant.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North: Farmland and Single-family Homes
- **East**: Woodlands, Farmland, and Single-family homes
- West: Farmland and Single-family homes
- South: Woodlands

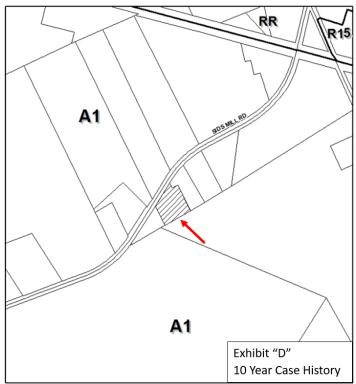
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates hydric or hydric inclusion soils are not present on the property.



TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes no zoning case history occurs on in the past ten years for property near the subject site.

DEVELOPMENT REVIEW: Should the request be approved, a preliminary plan will need to be submitted for review and approval to ensure conformance with the County Subdivision and Zoning Ordinances.



Minimum Standard	A1 (Existing Zoning)	R40A (Proposed Zoning)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 Acres	40,000 sq. ft.
Lot Width	100'	100'

DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	Proposed Zoning (R40A)
1 dwelling units	2 dwelling units

• Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

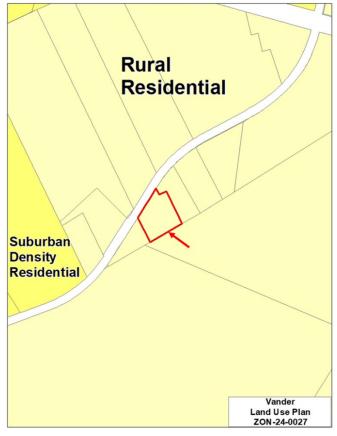
COMPREHENSIVE PLANS:

This property is located within the Vander Area Land Use Plan (2017). The future land use classification of the property is "Rural Residential". Associated zoning districts for Rural Residential are R40, R40A, & A1A.

The proposed rezoning request is consistent with the adopted land use plan.

Future Land Use Classification Development Goals:

• The intent of this classification (Rural Residential) is to ensure the Vander area is comprised of well-planned, aesthetic and pedestrian-friendly residential developments that offer a variety of housing choices to persons of a variety of age and income groups. (Vander Area Land Use Plan, page 38).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: No water or sewer utility lines are immediately available along the subject property as shown on Exhibit "C". The applicant will need to secure permits through Cumberland County Environmental Health prior to any construction.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Seabrook Elem	267	275
Mac Williams Mid	1164	1174
Cape Fear High	1476	1598

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has no objection to the proposal.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objection to the proposal.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	Yes	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional rezoning. There are no conditions proposed at this time.

STAFF RECOMMENDATION

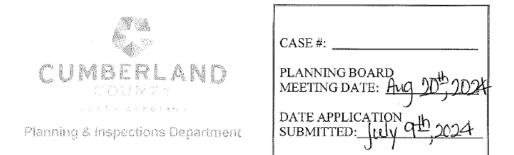
In Case ZON-24-0027, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application

ATTACHMENT – MAILING LIST

STRICKLAND, GARY L II 4298 SIDS MILL RD FAYETTEVILLE, NC 28312	JOHNSON, MIRIAM ROSE 668 OLD VANDER RD FAYETTEVILLE, NC 28312	CARTER, GALINA 4089 SIDS MILL RD FAYETTEVILLE, NC 28312
CARTER, GALINA 4089 SIDS MILL RD FAYETTEVILLE, NC 28312	SMITH, WENDELL C.;SMITH, JULIE M. 4335 SIDS MILL RD FAYETTEVILLE, NC 28312	GUY, SHIRLEY ANN 4274 SIDS MILL RD FAYETTEVILLE, NC 28312
CARTER, GALINA 4089 SIDS MILL RD FAYETTEVILLE, NC 28312	SMITH, GEORGE SCOTT;SMITH, MELISSA 4225 SIDS MILL RD FAYETTEVILLE, NC 28312	SMITH, GEORGE SCOTT;SMITH, MELISSA HORNE 4225 SIDS MILL RD FAYETTEVILLE, NC 28312
SMITH, GEORGE SCOTT;SMITH, MELISSA HORNE 4225 SIDS MILL RD FAYETTEVILLE, NC 28312	SMITH, DUANE ASHFORD;SMITH, BETTY SCOGGINS 4340 SIDS MILL RD FAYETTEVILLE, NC 28312	CARTER, GALINA 4089 SIDS MILL RD FAYETTEVILLE, NC 28312
SMITH, DUANE A. 4340 SIDS MILL RD FAYETTEVILLE, NC 28312	EDWARDS, LARRY 5222 ACE CT PARKTON, NC 28371	

ATTACHMENT: APPLICATION



APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the <u>completed</u> application:

- 1. A copy of the recorded deed and/or plat.
- 2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered.
- 3. A check made payable to "Cumberland County" in the amount of \$______. (See County Fee Schedule).

Rezoning Procedure:

- 1. Completed application submitted by the applicant.
- Notification to surrounding property owners.
- Planning Board hearing.
- 4. Re-notification of interested parties / public hearing advertisement in the newspaper.
- County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
- 6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

Historic Cumberland County Courthouse • 130 Gillespie St. – Post Office Box 1829 • Fayetteville, North Carolina 28301 (910) 678-7600 • Fax: (910) 678-7631

Cumberland County Rezoning Revised: 01-16-2024 Page 1 of 3

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

105

1.	Requested Rezoning from A1 to At R 40A
2.	Address of Property to be Rezoned: 4266 Sid Mill Rd Fayetterille, NC 28312
3.	Location of Property, details: 10+ located on LEAT after furning
	on sidmill Rd
4.	Parcel Identification Number (PIN #) of subject property:
5.	Acreage: 1.95 AC Frontage: 265 ft Depth: 327 ft
6.	Water Provider: Well:PWC:Other (name):
7.	Septage Provider: Septic TankPWC
8.	Deed Book <u>1683</u> , Page(s) <u>0251</u> , Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9.	Existing use of property:
10.	Proposed use(s) of the property: proposed manufactuped
	home on 2 lots once subdivided
11.	Do you own any property adjacent to or across the street from this property?
	YesNoIf yes, where?
12.	Has a violation been issued on this property? YesNoNo
A com	of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct mete and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

LArry Edwards NAME OF OWNER(S) (PRINT OR TYPE)	
^	NC 2837/
910-224-4701 HOME TELEPHONE #	910-224-7401
HOME TELEPHONE #	WORK TELEPHONE #
NAME OF AGENT, ATTORNEY, APPLICA	NT (PRINT OR TYPE)
ADDRESS OF AGENT, ATTORNEY, APPLI	CANT
michele, edwards 1964(gmail.com
HOME TELEPHONE #	WORK TELEPHONE #
SIGNATURE OF OWNER(S)	
SIGNATURE OF OWNER(S)	SIGNATURE OF AGENT, ATTORNEY OR APPLICANT
SIGNATURE OF OWNER(S)	

The contents of this application, upon submission, become "public record."

Historic Cumberland County Courthouse • 130 Gillespie St. – Post Office Box 1829 • Fayetteville, North Carolina 28301 (910)Cumberland County Rezoning678-7600 • Fax: (910) 678-7631Page 3 of 3Revised: 01-16-2024Page 3 of 3

Order Number: LWLM0150815 External Order #: 10516251 Order Status: Approved Classification: **Govt Public Notices** Package: **General Package** Total payment: 237.15 Payment Type: Account Billed User ID: L0012804 External User ID: 744350

ACCOUNT INFORMATION

Amanda Ozanich 130 Gillespie st ATTN: Amanda Ozanich Fayetteville, NC 28301 910-678-7600 aozanich@cumberlandcountync.gov Cumberland County Planning and Inspections Contract ID:

TRANSACTION REPORT

Date August 27, 2024 12:28:50 PM EDT Amount: 237.15

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM01508150

August 30, 2024 Fayetteville Observer September 9, 2024 Fayetteville Observer

PUBLIC NOTICE The Cumberland County Board of Commissioners will meet at 6:45 p.m. on September 16, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following: ZON-24-0027: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or a more restrictive zoning dist.; for one parcel comprising 1.95 +/- acres; located at 4266 Sids Mill Rd, submitted by Larry Edwards (Agent/Owner). NORTH CENTRAL AREA LAND USE PLAN: This Plan is to serve as a policy guide when making land use decisions by Cumberland County. The plan area is defined as being bordered to the north by Harnett County, to the east by the Cape Fear River, to the west by Elliott Farm Road, and to the south by the City of Fayetteville. Copies of the draft Plan are located at the Cumberland County Planning Inspections & Department at 130 Gillespie Street, Fayetteville, NC. The draft plan may also be found on the Cumberland County Planning Inspections & website on the Comprehensive Planning page (https://www.cumberlandcountync.gov/departments/ planning-group/planningand-inspections/planning/ comprehensive-planning). Publication Dates L0000000



NORTH CAROLINA

ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 9/16/2024

SUBJECT: CONSIDERATION OF CROWN COLISEUM ELEVATOR RENOVATION CONTRACT CHANGE ORDER #1

BACKGROUND

On August 16, 2023, Cumberland County solicited bid proposals for the modernization of the Crown Coliseum elevators. CMC Building Inc. was the lowest responsive responsible bidder with a bid of \$522,870. The project scope included replacement of elevator cab, cabling and controls for two elevators. The Board of Commissioners approved the bid award to CMC Building Inc. on September 18, 2023, and a contract was approved on December 18, 2023.

Due to changes in the current elevator code, the project requires a change order for additional lighting in the elevator shaft, widening a doorway and a installing a new door in the equipment room, additional emergency signage and minor HVAC work. The cost for this additional work is \$71,202.19, bringing the total project cost to \$594,072.19.

This project was initially funded as a Crown Center CIP project in Fiscal Year 2023 at \$750,000 and there is sufficient funding capacity within the project to process the change order and complete the project.

The modernization of Elevator 1 started on June 10, 2024, and must be completed before September 28, 2024, to accommodate an upcoming revenue-generating event at the Crown Complex. The modernization of Elevator 2 is expected to start on September 30, 2024. Each elevator takes 93 days to refit. This project is being coordinated with Crown Complex Manager OVG based on their event schedule.

RECOMMENDATION / PROPOSED ACTION

Staff requests approval of the Coliseum Elevator Renovation Contract Change Order #1 in the amount \$71,202.19.

ATTACHMENTS:

Description Crown Coliseum Elevator Modernization Contract Change Order Type Backup Material

CHANGE ORDER

PROJECT:	CROWN COLISEUM ELEVATOR RENOVATION	CHANGE ORDER NUMBER:	01	
	KLINO VATION	INITIATION DATE:	AUGUST 28, 2024	
		ENGINEER'S PROJECT NUME	BER: N/A	
то:	CMC BUILDING, INC	CONTRACT FOR:	2024265	
		CONTRACT DATE:	AUGUST 25, 2023	
You are direct	ed to make the following changes in this Contract:			
Provide additi	onal labor, materials and equipment for the following ch	anges to the scope of work:	\sim	N Per attached
• As	described in following attachment		\$71,202.19	9/10/24
		TO	OTAL ADD: \$ 74.062.19	Elevator Renovation
Change Order and all cost fo Owner, Engin	cceptance of this Change Order, the Contractor acknowled represents the final and complete payment for the above or delays, claims or demands against the Owner. The Contractor and all other parties associated with this project for irectly acting for, through, or under the Contractor.	e stated additional work on the JEMI Contractor by accepting the Change	of the work to date and that this BC PHASE 4 and includes any Order agrees to indemnify the	Cemail dated
Not valid unti Signature of th	signed by the Engineer, Contractor and Owner. The Contractor indicates agreement herewith, including an	ny adjustment in the Contract Sum or	the Contract Time.	
The original (Contract Sum) was		\$ 522,870.00	-
Net change by	previously authorized Change Orders		\$ 0.00	
The (Contract	Sum) prior to this Change Order was		\$ 522,870.00	sinched
	Sum) will be INCREASED. ange Order		 \$ 522,870.00 -\$ 74,062.19 ₿71,202.19 \$ 596,932.19\$\$594,072.1 (0) Days 	email dated
The new (Con	tract Sum) including this Change Order will be		\$-596,932.19 \$594,072.	9 41012
The Contract	Fime will be UNCHANGED by		(0) Days	
	CMC BUILDING, INC. CONTRACTOR	<u>CUMBERLAND COUNTY</u> OWNER		
	2736 GILLESPIE ST FAYETTEVILLE NC 28306	130 GILLESPIE ST RM 214 FAYETTEVILLE NC 28306		
	BY: <u>Chandler Wynn</u> <u>CMC Buidling, Inc.</u> , CONTRACTOR	BY: GLENN ADAMS, CHAIRMAN BOARD OF COMMISIONERS		
	DATE: <u>9/6/2024</u> Chandler Digitally signed by Chandler Wynn Date: 2024.09.06 10:14:58 -04'00'	DATE:		

2nd Floor, Historic Courthouse - P.O. Box 1829 - Suite 217 • Fayetteville, North Carolina 28302-1829 (910) 678-7636 • Fax: (910) 678-7635 This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

6 pm

County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

n

COUNTY ATTORNEY'S OFFICE

91 9 □ Nonrenewable

□ Renewable

Expiration Date:

CONSTRUCTION SERVICES CHANGE ORDER PROPOSAL for a BID PROJECT

Change Order Summa	<u>ry</u>						
Project No: N/A Building/Location: 1960 Colise	eum Dr., Fayetteville, N	C 28306					
Title: Crown Coliseum Elevator Renovation							
Project Manager: Chandler Wynn	. D	ate: <u>9/5/2024</u>					
Contractor: CMC Building Inc							
Description of Change: Elevator changes based on requirements for DOL that were missing from the original design plans.							
Change Order No. 01							
* Comprehensive sub-contractor and vendor cost breakdowr	is must be attached as	supporting					
documentation.							
<u>CMC Mat</u> erials:		<u>Subtotals</u>					
1. Total Direct Cost of Materials(Attach Material List):	\$ 60 <u>0</u> .00						
2. Overhead & Profit (10%) of Item #1:	\$60.00						
		\$ 660.00					
<u>CMC</u> Labor:							
3. Total Man hours: 40 @ \$50 / hr.	\$2,000.00						
4. Overhead & Profit (10%)	\$ 200.00						
		\$2,200.00					
Subcontractors:							
5. Subcontractors Direct Cost:	\$ 62,129.26						
6. Overhead & Profit (10%) on Item #5	\$ 6,212.93						
	÷ /	\$68,342.19					
		÷ - ,					
Total of Change order: (Breakdown must be attached)							
Contractor requests a 0 day contract ortansion to revenue	\$ 71,202.19						
Contractor requests a <u>0</u> day contract extension to perform	the additional work.						
A 1							
Approvals							

		Approvals	
Contractor:	Chandler	Wynn	Date: 9/5/2024
Architect:	1015-074	0	Date:
Project Owner:			Date:

Crown Elevator # 2 changes

Pit

- 1. Installed 1 additional 4' vapor tight light per Erin and Resolute Elevators (**Completed**)
- 2. Per Erin and Resolute elevator (lights, sump pump, GFI, convenience outlet) all had to be on separate circuits. We pulled 3 additional 120V circuits to pit from panel. (**Completed**)
- 3. Relocate light switch for 4' lights (3-times) to make from accessible landing, move from ladders way, move out of existing trough. (per Erin and Resolute). (**Completed**)
- 4. Installed a dedicated outlet for sump pump (Per Erin and Resolute) (Completed)

<u>Machine room</u>

- 1. Relocated existing disconnect for HVAC unit.
- 2. If HVAC unit is relocated, we will need to disconnect and re-do connections.
- 3. Install Generator signal wire from new controller to ATS on 2nd floor. (500')

Elevator Landing lighting

- 1. 1st floor, switch wiring on light above landing to make a nightlight and install new exit sign.
- 2. 2nd floor, make existing light a nightlight.
- 3. 3rd floor front side, install new exit sign.
- 4. 3rd floor backside, make 2x4 lay in a nightlight and add new exit sign
- 5. 4th floor front, make existing light a nightlight.
- 6. 4th floor backside, make existing light a nightlight.

Top of elevator shaft

1. Install (2) 4 square boxes connected to existing fire alarm raceway for smoke detector and relay module. (per FA contractor)

Total: \$18,405

Elevator #1 Changes

<u>Pit</u>

- 2. Pull 3 new dedicated 20-amp circuits for (sump pump, gfi, lights)
- 3. Change existing raceways and boxes to weatherproof.
- 4. Relocate 1 smoke device and raceway
- 5. Relocate light switch to raise to landing level.

Machine room

- 1. Relocate light switch and rewire to make room for wider door. (completed)
- 2. Provide lockable switch for HVAC disconnect.
- 3. Add dedicated circuit for new GFI in room.
- 4. Provide new breaker and wire to new main controller disconnect
- 5. Provide signal wire from controller to ATS on 2^{nd} floor.
- 6. Provide new conduit and outlets for float switches and condensate pumps in both elevator rooms.

Elevator landings

- 1. 1st floor landing, Provide new exit sign and circuit by elevator door landing.
- 2. 2nd level, provide night light and exit sign.
- 3. 2nd level rear, provide new exit sign and circuit
- 4. 3rd level, provide new exit sign and night light.

Top of shaft

1. Install (4) 4 square boxes connected to existing fire alarm raceway for smoke detector and relay module. (per FA contractor)

Total: \$47,585



PRECISE SPRINKLER COMPANY LLC. 6324 Sparkling Brook Drive, Raleigh, NC 27616 • 919-278-8618 • 804-241-2201

	Change Order Propposal :
	8/19/2024
Project Name:	Cumberlan County Crown Elevator Changes
Attention:	Chandler Wynn
Description of Change:	Re-route sprinkler line in both elevator machine rooms on 1st floor Re-cut and extend (1) upright head on second elevator shaft (top)

Submitted By:Jerry Boggess

Cost Breakdown

<u>Material</u> see breakdown										372.68
Labor	Rate			hours						
Design	\$	65.00		0	\$	-				
Fabrication Labor	\$	22.00		0	\$	-				
Working Superintendent	\$	65.00		15	\$	975.00				
field Foreman	\$	55.00		15	\$	825.00				
Mechanic	\$	45.00		15	\$	675.00				
mechanic	\$	35.00		0	\$	-				
				45			\$	2,475.00	r	
<u>Labor Burden</u>		39%					\$	965.25		
<u>Transportation</u>	miles		•	rate			φ.	050.00		
vehicle expense (fuel,ins., etc.)		140	\$	2.50			\$	350.00		
Hotel expense	nights			rate				* • • • •		
		0	9	677.50				\$0.00		
Equipment	time			rate						
fork lift rental (includes pu/del)	unio	0	\$	500.00	mor	th	\$	_		
storage trailer		0	\$	150.00	mor		\$	-		
Welding machine rental		0	\$	300.00	days	5	\$	-		
							\$	_	•	
										<u> </u>
<u>Subtotal</u> Overhead & Profit		15%							\$	\$4,162.93 624.44

Total this change



Breakdown of out on other 6324 Sparkling Brook Drive, Raleigh, NC 27616 • 919-278-8618 • 919-291-3510 COR # # 1 Cumberlan County Crown Elevator Changes Material Cost 5

Project:

Material Cost Breakdown*

quant.	unit	description	unit p			nsion		
21	ft	1 1/4" schedule 40 pipe	\$	8.74	\$	183.54	1	
8	pcs	1" elbow threaded	\$	12.55	\$	100.40		
20	ft	3/8" ATR	\$	2.90	\$	58.00		
1	pcs	1" coupling	\$	5.55	\$	5.55		
	pcs	0	\$	-	\$	-		
	pcs	0	\$	-	\$	-		
	pcs		\$	-	\$	-		
	pcs		\$	-	\$	-		
	pcs		\$	-	\$	-		
	pcs		\$	-	\$	-		
	pcs		\$	-	\$	-		
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			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
			\$	-	\$	-		
					sub	total	\$	347.49
0	ea	Freight	\$	-			\$	-
		ž						
				7.25%	sale	es tax	\$	25.19
1								
					Tota	al	\$	372.68

Quote

ARCHITECTURAL PRODUCTS

511 E. Chatham Street Cary, NC 27511 Tel: 919-469-9661 Fax: 919-469-9630

 Quote #
 : 4500183

 Quote Date
 : Aug 14, 2024

 Expiration Date
 : Sep 13, 2024

Customer: PrePay Customer - MAP Get deposit Cary, NC 27511 Ship To: Prepaid Cash Customer CPU Cary, Nc 27519

Account Code	: 105075		
Terms	: COD	Purchase Order #	: Erin Evans
Customer Job #	:	Shipped Via	: Customer Pickup
Salesperson	: Alexander Hodges		
Order Name	:Erin Evans		

Erin Evans Metal Door and Frame, Worksheet attached to email. 31080

Qty Product Description

- 1 4080 SGL 814 C 16 CR KD RHR (E1; SILENCERSJ; U453; BUNDLE; CutSplice; FLABEL)
- 1 Lockset 3580 WTN 2 3/4 Backset IC 3935 US26D
- 1 Threshold 171 A 48"
- 1 Weatherstrip 303 AV 1 x 48" 2 x 84"
- 1 Closer 5200 MLT ADJ 1-6 ALM BF
- 1 Hinges 5BB1 4 1/2 x 4 1/2 652
- 1 HMD 31080

Pre-Tax Total	:	2,207.63
10202 - NC-NORTH CAROLINA	:	104.86
STATE TAX 4.75%		
10496 - NC-Non-Taxable Labor	:	0.00
10190 - NC-Wake County (+transit)	:	44.15
12035 - NC-Wake Co Transit	:	11.04
Quote Total	:	2,367.68

Quote



PrePay Customer - MAP

511 E. Chatham Street Cary, NC 27511 Tel: 919-469-9661 Fax: 919-469-9630

 Quote #
 : 4501106

 Quote Date
 : Aug 21, 2024

 Expiration Date
 : Sep 20, 2024

^{Ship To:} Prepaid Cash Customer CPU Cary, Nc 27519

Account Code	: 105075	
Terms	: Cash	Purchase Order # : Erin Evans opening 2
Customer Job #	:	Shipped Via : Customer Pickup
Salesperson	: Alexander Hodges	
Order Name	: Erin Evans opening 2	

Qty Product Description

- 1 HMD 310710 1-3/4 18 RH
- 1 SGL 310710

Customer:

Get deposit

Cary, NC 27511

- 1 Threshold 271 A 72"
- 1 Weatherstrip 303 AV 1 x 48" 2 x 84"
- 1 Lockset 3553 ARC 2 3/4 Backset 335S US26D
- 3 Hinges 5BB1 4 1/2 x 4 1/2 652
- 1 Closer 5200 PAR 1-6 ADJ ALM BF HDS

Pre-Tax Total	:	2,053.58
10202 - NC-NORTH CAROLINA STATE TAX 4.75%	:	97.55
10496 - NC-Non-Taxable Labor	:	0.00
10190 - NC-Wake County (+transit)	:	41.07
12035 - NC-Wake Co Transit	:	10.27
Quote Total	:	2,202.47

All Seasons Air Conditioning & Heating, Inc.	ESTIMATE SERVICE DATE	#13221 Jul 30, 2024			
IS License # 11972 (910) 868-6206 www.allseasonsacandhtg.com	TOTAL	\$5,186.74			
All Seasons Air Conditioning & Heating	, Inc.				
3212 Owen Dr	CONTACT US				
Fayetteville, NC 28306	P. O. Box 48648	P. O. Box 48648			
· ·	Cumberland, NC 28331				
(919) 748-9866 Second State Second State	、 (910) 868-6206				

Г

Somfort@allseasonsacandhtg.com

ESTIMATE

Services	qty uni	t price amount
HVAC - Free Estimate	1.0 \$5,7	\$5,186.74
We will install new drain pans for both air handlers and Unis strut t under suspended air handler.We will also install two float switches a drain lines to existing drain lines upstairs	o suspend from existing unit to as well as condensate pumps	o hang extend
	Servic	es subtotal: \$5,186.74
	Subtotal	\$5,186.74
	Tax (Cumberland Cou 7%)	inty \$0.00
	Total	\$5,186.74

Thank you for choosing All Seasons!

Invoices due upon receipt. Finance charge of 1.5% will apply on the 15th day if payment is not received. 30 days labor warranty from All Seasons and one year part warranty from the manufacturer offered for service and repair work performed on this invoice. Work performed by anyone other than All Seasons will void these warranties. This does not cover parts that were not purchased by All Seasons. NC HVAC License #: 11972 NC Electrical License #: L-17758 SC License #: 117061

	Rate	Quantity	Total
Labor:	\$50	40hr	\$2,000
Concrete Saw rental:	\$300	1	\$300
Lentil Material:	\$150	2	\$300
	······································		\$2,600

Jessica Hullender

From: Sent: To: Subject: Christine Ducheneaux Friday, September 6, 2024 11:53 AM Jessica Hullender Fw: Consent

Christine Ducheneaux Executive Assistant Engineering & Public Utilities Cumberland County Office: 910.438.4013 cumberlandcountync.gov



From: Chandler Wynn <cwynn@cmcbuildinginc.com>
Sent: Friday, September 6, 2024 11:51 AM
To: Christine Ducheneaux <cducheneaux@cumberlandcountync.gov>
Cc: Jermaine Walker <jwalker@cumberlandcountync.gov>
Subject: Re: Consent

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Christine,

I am agreeable to striking through the total to change it from \$596,932.19 to \$594,072.19 and striking through "JEMBC PHASE 4" to change to "Crown Coliseum Elevator Renovation".

Chandler Wynn

Project Manager CMC Building, Inc. C: (336) 970-0841 O: (919) 321-0076 cwynn@cmcbuildinginc.com



From: Christine Ducheneaux <cducheneaux@cumberlandcountync.gov>
Sent: Friday, September 6, 2024 11:35 AM
To: Chandler Wynn <cwynn@cmcbuildinginc.com>
Cc: Jermaine Walker <jwalker@cumberlandcountync.gov>
Subject: Consent

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chandler:

Can you reply to this email confirming that you are agreeable to "striking through the total to change it from \$596,932.19 to \$594,072.19 and striking through "JEMBC PHASE 4" to change to "Crown Coliseum Elevator Renovation"?

Then we should be good to go (finally)

Christine Ducheneaux Executive Assistant Engineering & Public Utilities Cumberland County Office: 910.438.4013 cumberlandcountync.gov



Jessica Hullender

From:Christine DucheneauxSent:Friday, September 6, 2024 8:49 AMTo:Jessica HullenderCc:Jermaine Walker; Brian HaneySubject:Fw: Crown Elevator Change OrderAttachments:Crown Coliseum Elevator Change Order #01.pdf

Email from CMC is below agreeing to striking through the change order to correct amount. I have also attached the revised documentation provide by CMC. All MUNIS entries have been updated with new totals.

Christine Ducheneaux Executive Assistant Engineering & Public Utilities Cumberland County Office: 910.438.4013 cumberlandcountync.gov



From: Chandler Wynn <cwynn@cmcbuildinginc.com>
Sent: Friday, September 6, 2024 8:45 AM
To: Christine Ducheneaux <cducheneaux@cumberlandcountync.gov>
Cc: Jermaine Walker <jwalker@cumberlandcountync.gov>
Subject: Re: Crown Elevator Change Order

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Christine,

Per our conversation on the phone, I am good with you striking through the original change order and updating the total to **\$71,202.19**.

Chandler Wynn

Project Manager CMC Building, Inc. C: (336) 970-0841 O: (919) 321-0076 cwynn@cmcbuildinginc.com



From: Chandler Wynn <cwynn@cmcbuildinginc.com>
Sent: Thursday, September 5, 2024 5:19 PM
To: Christine Ducheneaux <cducheneaux@cumberlandcountync.gov>
Cc: Jermaine Walker <jwalker@cumberlandcountync.gov>
Subject: Re: Crown Elevator Change Order

I figured out where the math was not adding up. I accidentally included my CMC breakdown in the subcontractor sum, so it got calculated twice. Thanks for catching this and I have revised the document.

Also, the \$372.68 is already included in the total for the Precise quote so does not need to be added again.

Chandler Wynn

Project Manager CMC Building, Inc. C: (336) 970-0841 O: (919) 321-0076 cwynn@cmcbuildinginc.com



From: Christine Ducheneaux <cducheneaux@cumberlandcountync.gov>
Sent: Thursday, September 5, 2024 2:27 PM
To: Chandler Wynn <cwynn@cmcbuildinginc.com>
Cc: Jermaine Walker <jwalker@cumberlandcountync.gov>
Subject: Crown Elevator Change Order

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chandler:

Purchasing has asked that the e-signature audit log be supplied or that you wet-sign in blue. I have attached a clean copy for you with 1 clarifying change to the project description to make it more clear for them on what we are changing.

There is also a question on the quotes provided: "I think I might be missing a quote to support the Subcontractors amount for this change order. When I add them all up, they add up to \$62,501,94 instead of \$64,729.26. I have quotes for the following amounts attached: \$47,585, \$4,787.37, \$372.68, \$2,367.68, \$2,202.47, \$5,186.74."

I believe the documents were provided to Jermaine directly and he will be out of the office until tomorrow-Can you forward to me the missing quote?

Christine Ducheneaux Executive Assistant Engineering & Public Utilities Cumberland County Office: 910.438.4013 cumberlandcountync.gov





NORTH CAROLINA

ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 9/16/2024

SUBJECT: CONSIDERATION OF DESIGN-BUILD CONTRACT FOR GOVERNMENT SERVICES PARKING DECK

BACKGROUND

On November 20, 2023, Engineering & Infrastructure advertised a Request for Qualifications (RFQ) for Professional Services in the form of a Design-Build Team for the Government Services Parking Deck Project. The new parking deck will provide sufficient parking capacity for a number of major County construction projects in the vicinity, make up for any parking displaced by these projects and allow for future growth. The anticipated projected cost for the 1,100-stall, six-floor structure is \$33M, which has been incorporated into the County's General Government debt model. Project completion is anticipated prior to the completion of the new Crown Event Center and before construction begins on the new Government Services Building.

The County received eight proposals in response to the RFQ and selected four firms for in-person interviews, after which Samet received the highest score and was recommended. On March 18, 2024, the Board of Commissioners approved the selection of Samet as the preferred choice to provide Design-Build services for the Government Services Parking Deck Project and directed staff to negotiate a contract for these services.

Included for the Board's approval is the base contract with Samet for Phase I preconstruction services to include design, pricing, and other services based on Owner's Project Criteria. The cost for Phase I services is \$1,998,627.00. At the completion of Phase I, a contract amendment will be brought forward to move into the next phase of the project.

The Board approved a Capital Project Budget Ordinance for the Government Services Parking Deck Project on August 19, 2024. This contract has been reviewed for preaudit and legal sufficiency.

This item was presented at the September 12, 2024, Board of County Commissioners Agenda Session and the Board voted to bring it forward to the September 16 Regular Meeting as an Item of Business.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the base contract with Samet for Phase 1 preconstruction services for the Government Services Parking Deck Project.

ATTACHMENTS:

Description Design-Build Base Contract Type Backup Material

DBIA Contract Document

Progressive Design-Build Agreement



Document No. 544 Second Edition, 2022

© Design-Build Institute of America Washington, D.C.



#544



Progressive Design-Build Agreement

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of this <u>19th</u> day of <u>August</u> in the year of <u>2024</u>, by and between the following parties, for services in connection with the Project identified below:

OWNER: (Name and address)

Cumberland County, North Carolina Judge E. Maurice Braswell Courthouse 117 Dick Street Fayetteville, NC 28301

DESIGN-BUILDER: (Name and address)

Samet Corporation 309 Gallimore Dairy Road #102 Greensboro, NC 27409

PROJECT: (Include Project name and location as it will appear in the Contract Documents)

Government Services Parking Deck Fayetteville, NC Samet Job #23-115

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

iii If applicable, any prices established under Section 6.1.3 hereof;

1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;

1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;

1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;

1.3.1.6 If applicable, a schedule of alternate prices;

1.3.1.7 If applicable, a schedule of unit prices;

1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);

1.3.1.9 If applicable, a Savings provision;

1.3.1.10 If applicable, Performance Incentives;

1.3.1.11 The time limit for acceptance of the Proposal; and

1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

1.3.2 Review and Adjustment to Proposal.

1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.

1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.

1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

Article 1

Design-Builder's Services and Responsibilities

1.1 General Services.

1.1.1 Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, budget, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.

1.1.2 If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and may prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

1.2 Phased Services.

1.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).

1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3.

1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).

1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:

1.3.1.1 The Contract Price based on the Design-Builder's Fee and Cost of the Work, with a GMP, which shall be the sum of:

- i Design-Builder's Fee as defined in Section 6.4.1 hereof;
- II The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency, Owner Contingencies and other Project Contingencies as defined in Section 6.6.2 hereof; and

- i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.2 above;
- ii Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
- iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof and Design-Builder shall be paid for its services rendered through the date of termination in accordance with Section 7.1 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Section 1.3.1.23(ii). above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work; (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof; or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 1.3.1.23 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.1.23(iii), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

1.4 North Carolina Public Design-Build Contracts. The Owner consents to the Design-Builder retaining Architects, Consultants, and Subcontractors (as defined in the General Conditions of Contract) at the Design-Builder's cost in accordance with N.C.G.S. § 143-128.1A(c)(8)(a) and as set forth in the Design-Builder's response to Owner's RFQ. In addition to the foregoing, other Consultants and Subcontractors may be selected by the Design-Builder during the preconstruction phase in accordance with N.C.G.S. § 143-128.1A(c)(8)(a).

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

2.1.2 The Contract Price Amendment referenced in Section 1.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 1.3 herein.

2.1.3 This Agreement, including all exhibits where applicable for Phase 1 work but excluding, if applicable, the Contract Price Amendment;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 1.4 of the General Conditions of Contract;

2.1.6 Exhibit B, Scope of Services; and

2.1.7 The following other documents, if any: Owner specific exhibits or amendments, or others as indicated below: <u>TBD at completion of Phase 1 and preparation of Design-Builder's</u> <u>Proposal</u>, which will be prepared for review and approval by the Owner subsequent to the completion of the Phase 1 Services.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. (*Note, the parties are strongly encouraged to establish in the Contract Price Amendment or Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.*)

3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.

4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and

4.4 **Owner's Limited License upon Design-Builder's Default.** If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, Owner shall defend and hold harmless the Parties defined within Section 4.2 herein from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law.

Article 5

Contract Time

5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be established by the number of calendar days after the Date of Commencement and will be included in the Design Builder's Proposal and Contract Price Amendment ("Scheduled Substantial Completion Date").

The parties agree that the definition for Substantial Completion set forth in Section 1.2.19 of the General Conditions of Contract is hereby modified to read as follows:

"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a

Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work shall be included with the Design Builder's Proposal

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner TO BE DETERMINED AND INCORPORATED AT CONTRACT PRICE AMENDMENT Dollars (\$TBD) as liquidated damages for each day that Substantial Completion extends beyond the LD Date, beginning on the 31st day after the Scheduled Substantial Completion Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)

5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any), or Final Completion.

Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be one-half of Design-Builder's Fee.

5.6 Early Completion Bonus. If Substantial Completion is attained on or before TO BE DETERMINED AND INCORPORATED AT CONTRACT PRICE AMENDMENT (<u>TBD</u>) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.4 hereof an early completion bonus of **TO BE DETERMINED AND INCORPORATED AT CONTRACT PRICE AMENDMENT** Dollars (\$TBD) for each day that Substantial Completion is attained earlier than the Bonus Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly.)

5.7 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.

5.7.1 Owner shall have a minimum of fourteen (14) days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within twenty-one (21) days of receipt by Owner.

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **One Million Nine Hundred Ninety-Eight Thousand Six Hundred Twenty-Seven Dollars (\$1,998,627)** for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

6.1.2 For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Design-Builder's Fee (as defined in Section 6.4 hereof) plus the Cost of the Work (as defined in Section 6.5 hereof), subject to any GMP established in Section 6.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.

6.1.3 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: (*This is an optional section intended to provide the parties with flexibility to identify and price limited services.*)

- 6.2 Not Used.
- 6.3 Not Used.

6.4 Design-Builder's Fee.

6.4.1 Design-Builder's Fee shall be:

Four percent (4%) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.

6.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

6.4.2.1 For additive Change Orders which increase the Contract Price, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of four percent (4%) of the additional Costs of the Work incurred for that Change Order, plus any other markups such as Bonds, Insurances, etc. set forth at Exhibit D hereto and the subsequent Contract Price Amendment.

6.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

No additional reduction to account for Design-Builder's Fee or any other markup.

6.4.3 Limitation of a Subcontractor's overhead and profit for the additional costs incurred due to changes in the Work shall be limited to Five percent (5%) fee and Ten percent (10%) Overhead. There shall be no reduction to account for the Subcontractor's overhead and profit on any deductive Change Orders.

6.5 Cost of the Work.

6.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.5.1.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of those rates set forth in Exhibit C - Personnel Rate Summary, to this Agreement.

6.5.1.2 Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work, as set forth in Exhibit C - Personnel Rate Summary.

6.5.1.3 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit C - Personnel Rate Summary and performing the function set forth in said Exhibit.

6.5.1.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.

6.5.1.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.5.1.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, and not the negligence of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.5.1.8 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

6.5.1.9 Not Used

6.5.1.10 Costs of removal of debris and waste from the Site.

6.5.1.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.

6.5.1.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at

the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work. Comprehensive insurance program inclusive of Commercial General Liability, Excess Liability, Employer's Liability, Professional Liability, Pollution Liability, and Automobile Liability Insurance shall be charged to the project at the rate of \$9.50/\$1,000 (0.95%) of the Guaranteed Maximum Price. Owner consent, by execution of this Agreement, that all subcontracts and purchase orders will be enrolled in the Design-Builder's corporate subcontractor default insurance and bonding program, at the rate of \$1.40/\$100 (1.40%) of the value of each subcontract or purchase order. If required, the Design-Builder shall provide a one hundred percent (100%) Performance and Payment Bond to the Owner at the rate of seventy-five hundredths of one percent (0.75%) of the Guaranteed Maximum Price. Builder's risk policy will be determined upon developing specific soft cost coverages with Owner's input.

6.5.1.14 All fuel and utility costs incurred in the performance of the Work.

6.5.1.15 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work, unless otherwise specifically excluded from the Cost of Work in the Design Builder's Proposal and as part of the Contract Price Amendment.

6.5.1.16 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.

6.5.1.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

6.5.1.18 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.

6.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.

6.5.1.20 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.

6.5.1.21 Accounting and data processing costs related to the Work.

6.5.1.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.5.1.23 Costs for communication services, electronic equipment, and software, directly related to the Work and located at the site or Contractor's Home Office, including without limitation, licensing, 3rd Party costs, file storage and usage costs and other costs incurred to comply with Section 7.6, and including project close out and post construction services made necessary to administer the Design-Builder's close out program to the Owner, which shall be charged to the Project at the rate of \$4.50/\$1,000 (0.45%) of the Guaranteed Maximum Price.

6.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:

6.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2, and 6.5.1.3 hereof.

6.5.2.2 Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.

6.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

6.5.2.4 If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.5 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]

6.6 The Guaranteed Maximum Price.

6.6.1 Design-Builder guarantees that it shall not exceed the GMP of <u>TO BE DETERMINED AND</u> **INCORPORATED AT CONTRACT PRICE AMENDMENT** Dollars (**STBD**). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. (While the Contract Price Amendment will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 1.3 above, to ensure that the basis for the GMP is well understood).

6.6.1.1 The Owner and Design-Builder agree that the Guaranteed Maximum Price does not include any increases or escalation in pricing due to tariffs or anti-dumping and countervailing duties (collectively herein "Tariff") not legally enacted as of the date of Contract Price Amendment ("GMP Date"). In the event of the enactment of an applicable Tariff after the GMP Date, the Guaranteed Maximum Price shall be increased by the amount by which said Tariff exceeds those in effect as of GMP Date. The Design-Builder shall not be entitled to additional Fee or General Conditions on any Change Order to the extent based on a Tariff enacted or increased after GMP Date.

6.6.1.2 Notwithstanding any other provisions of the Construction Documents, the Owner and Design-Builder agree that neither the Contract Time nor the Contract Sum assume any adverse impacts from force majeure events including, but not limited to, the COVID-19 pandemic or any similar or other epidemics or pandemics. Potential impacts from these events include, but are not limited to, government-ordered work stoppages, supply chain disruptions, and the unavailability of labor or materials to the Design-Builder or its subcontractors or suppliers. Subject to either Party's rights pursuant to Article 11 of the General Conditions of Contract, and notwithstanding any other provisions of any Construction Document, to the extent the consequences of said events delay or disrupt the Work in one or more ways set forth above, or result in material price escalations, and such increases are not recovered from any government entity or government funding, the Design-Builder shall receive an equitable adjustment to the Contract Time and Contract Sum to address such impacts, delays or disruptions.

6.6.1.3 Notwithstanding any other provisions of the Construction Documents, the Contract Sum is based on the current market prices and availability of the building materials and components required for the Work (for example only, and without limitation, roofing, concrete, plywood, lumber, structural steel, drywall, plumbing and electrical products containing copper, appliances, etc.) (collectively, "Building Materials"). The Owner and Design-Builder recognize that the market for these Building Materials can be volatile, and sudden increases in the price of the Building Materials and Building Materials shortages can occur based on national and international events that affect the market for such Building Materials. Accordingly, if following the date of the Contract Price Amendment an increase in the cost of Building Materials occurs, through no fault of the Design-Builder, the Contract Sum shall be equitably adjusted by change order in accordance with the procedures of the Construction Documents as well as those set forth herein. If the price escalation in Building Materials cannot be overcome through value engineering, substitutions, or early purchasing/warehousing, the Owner and Design-Builder shall enter into a Change Order calculated in the following manner: (i) the first five percent (5%) of the increased cost associated with Building Materials price escalation above the costs included in the GMP shall be borne by the Design-Builder and shall not be included in the Change Order; and (ii) the remaining amount of the increased costs associated with Building Materials price escalation above the five percent (5%) in the foregoing section (i) shall be included in the Change Order increasing the Contract Sum. The Design-Builder shall not be entitled to any Design-Builder's Fee based on any increased costs associated with Building Materials escalation.

The GMP will include a Construction Contingency in the amount of TO BE DETERMINED 6.6.2 AND INCORPORATED AT CONTRACT PRICE AMENDMENT Dollars (\$TBD) which is available for Design-Builder's sole and exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials not paid for by the Owner; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price, (g) additional staffing costs to ensure schedule is maintained, or (h) as further defined in the Design-Builder's Proposal. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide a record of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

The Construction Contingency amount will be established as part of the Design-Build Contract Price Amendment subject to approval of the Owner / BOC.

6.6.3 Savings.

6.6.3.1 If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:

Fifty percent (50%) to Design-Builder and Fifty percent (50%) to Owner.

6.6.3.2 Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

6.7 Allowance Items and Allowance Values.

6.7.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.

6.7.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.7.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.

6.7.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price as based on the original Allowance Value, and are subject to adjustment as defined in Section 6.7.5 herein.

6.7.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the overage or savings will offset savings or overages from other Project Allowances. Should savings not be achieved from a single or cumulative sum of utilized Allowances, Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value plus applicable Design-Builder Fee.

6.8 Not Used.

Article 7

Procedure for Payment

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: The Phase 1 Preconstruction/Design Services as defined within Section 6.1.1 herein and within the attached Exhibit B, Preconstruction/Design Scope of Services dated 5/5/24 will be performed and the associated costs thereof may be included within the cost defined within the Contract Price Amendment if requested by the Owner. This will allow for the accounting of the Project to be completed under one accounting budget. Until the Contract Price Amendment is executed, payment for these services will be submitted in monthly intervals based on the percent of work completed under the Conceptual/Schematic Design Phase, Design Development Phase, and Construction/Design Services cost will be invoiced within the first Pay Application following execution of the Contract Price Amendment, with a credit applied for any prior

payment(s) made by the Owner for such Services. Should the Owner and Design-Builder not execute the Contract Price Amendment, Design-Builder will invoice and Owner will pay Design-Builder its Preconstruction Services Cost plus ten (10%) percent under the payment terms defined in Article 7.2 herein.

7.2 Contract Price Progress Payments.

7.2.1 Design-Builder shall submit to Owner on the Twenty-Fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 Retainage on Progress Payments.

7.3.1

Owner will retain five percent (5%) of the cost of Work, exclusive of: (1) General Conditions costs, (2) general requirements, (3) materials directly purchased by the Design-Builder, (4) permit and inspection fees, and (5) any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project. Additionally, insurance and bond premiums and licenses procured for the Project shall be billed at 100% in the month such costs are incurred and are not subject to retainage.

7.3.2 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3.3 In accordance with N.C.G.S. §143-134.1, when the Project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Design-Builder if the Design-Builder continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by the Owner has been corrected by the Design-Builder and accepted by the Owner. If the Owner determines the Design-Builder's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application as authorized by N.C.G.S. §143-134.1 up to the maximum of five percent (5%). Further, the Owner shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%) in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the Project.

7.3.4 Pursuant to N.C.G.S. § 143-134.1(b2), full payment, less authorized deductions, shall also be made for those trade subcontractors that have reached one hundred percent (100%) completion of their contract by or before the Project is fifty percent (50%) complete if the trade subcontractor

has performed satisfactorily, provided payment to the early finishing trades is contingent upon the Owner's receipt of an approval or certification from the architect or engineer that the work performed by the subcontractor is acceptable and in accordance with the Design-Build Documents. At such time, the Owner shall reduce the retainage for such trades to five-tenths percent (0.5%) of the contract.

7.3.5 Retainage to subcontractors shall be in accordance with this Agreement and N.C.G.S. §143-134.1.

7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing forty-five (45) days after payment is due at the rate of one percent (1%) per month pursuant to N.C.G.S. § 143-134.1.

Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to 7.6 be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

The following unit rates which are part of the Cost of the Work are NOT to be subject to audit as defined within this Section:

- 1. Bonds & Insurances as defined in Section 6.5.1.13
- 2. Technology, File Storage, Closeout Services, etc. as defined in Section 6.5.1.23
- 3. Personnel Rates as defined in Sections 6.5.1.1 to 6.5.1.4 and on Exhibit C

Article 8

Termination for Convenience

8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

 \boxtimes The fair and reasonable sums for overhead and profit on the sum of items as set forth in Section 11.6.1 of the General Conditions.

8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:

8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid one hundred percent (100%) of the remaining balance of the Phase 1 Contract Price plus any Costs incurred toward Phase 2, following issuance of a Notice to Proceed from the Owner, including but not limited to procurement of submittals, long-lead material and equipment, or any other costs incurred by the Design Builder directly related to Construction of the project.

8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid for all actual costs incurred for Work in place, for procured materials and equipment, and/or all other costs associated with stopping Work and safely demobilizing from the site and closing-out subcontracts and the Owner Agreement.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Jermaine Walker, Director, Engineering and Infrastructure 130 Gillespie Street, Suite 214 Fayetteville, NC 28310 Office: 910-321-6602 Mobile: 910-322-0043 jwalker@cumberlandcountync.gov

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Jermaine Walker, Director, Engineering and Infrastructure 130 Gillespie Street, Suite 214 Fayetteville, NC 28310 Office: 910-321-6602 Mobile: 910-322-0043 jwalker@cumberlandcountync.gov

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

David Bollenbacher, Regional Vice President Samet Corporation 8115 Market Street, Suite 304 Wilmington, NC 28443 Mobile: 910-376-5442 dbollenbacher@sametcorp.com

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Philip Blalock, Project Manager Samet Corporation 8115 Market Street, Suite 304 Wilmington, NC 28443 Mobile: 704-718-0306 pblalock@sametcorp.com

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

(Check one box only. If no box is checked, then no bond is required.)

Required

Not Required

Payment Bond.

[Check one box only. If no box is checked, then no bond is required.]

Required

Not Required

Other Performance Security.

[Check one box only. If no box is checked, then no other performance security is required. If the "Required" box is checked, identify below the specific performance security that is being required and all salient commercial terms associated with that security.]

Required

Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: (Insert any additional provisions.)

11.1.1 Written Notice. The Owner and Design-Builder agree where this Agreement or the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing, and given in electronic format, to the designated representative of the party to whom the notice is addressed, and shall be deemed to have been duly served by electronic transmission to the party's representative at the email address below. If the sending party receives notice of any type of electronic delivery failure, the sending party shall thereafter immediately serve the notice in person, by mail, or by an overnight or same-day courier service to the party's designated representative. A party shall notify the other party in writing in advance of, or not later than five (5) days after, any change to the email address of the party's representative.

 Owner's Representative for Notices
 Email

 Jermaine Walker
 jwalker@cumberlandcountync.gov

Design-Builder's Representative for Notices David Bollenbacher

Email dbollenbacher@sametcorp.com

11.1.2 Electronic Transactions. The Contractor may use DocuSign for the transmission and electronic execution of certain Contract Documents, including this Agreement and subsequent Change Orders, or may transmit and exchange Contract Documents by email as set forth in Article 9.8.1 herein. By execution of this Agreement, the parties agree that any electronic record or electronic signature, including a scanned and emailed copy of an original signature, shall be attributable to the person whose signature appears on the electronic record/electronic signature, shall have full legal effect and enforceability to bind the party causing the electronic signature to be made, and shall satisfy any provision of this Agreement or of any law that requires a record be in writing.

11.1.3 Counterparts. This Agreement may be executed in multiple counterparts. Each such counterpart is an original, but when more than on such counterpart is taken together, they are a single instrument. A copy of original signatures, whether transmitted by email, facsimile or otherwise, are binding as originals.

11.2 Listing of Exhibits and documents incorporated herein:

Exhibit A – Owner's Project Criteria Exhibit B – Scope of Services Exhibit C - Design Builder Personnel Rate Sheet Exhibit D - Project Insurances DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition) ("General Conditions of Contract")

Contract Price Amendment - to be incorporated upon completion of Phase 1 Services.

Article 12

Limitation of Liability

12.1 Not Used

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

DESIGN-BUILDER:

CUMBERLAND COUNTY, NC (Name of Owner)

(Signature)

(Printed Name)

(Title)

Date:

SAMET CORPORATION (Name of Design-Builder)

(Signatura) E579F48A....

Richard K. Davenport (Printed Name)

COO/President of Construction (Title)

Date: 8/23/2024

N.C. General Contractor's License #3538

DS Initial DB k16

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CON-TROL ACT.

FINANCE DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY UPON FORMAL EXECUTION BY ALL PARTIES
BY: County Attorney's Office
BOC Afformed Award 3/18/24.

Docusign Envelope ID: DC3D50D5-55E2-4537-B095-91AF8E99229D



CONTRACT #: 2025226

<u>IRAN DIVESTMENT ACT CERTIFICATION</u>. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

<u>E-VERIFY</u>. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: <u>Samet</u> Corporation

signed by: Lunuth J. Grube Authrosiperdesigner

Date 8/23/2024



EXHIBIT A DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) November 20, 2023

Agency/Department	Cumberland County Engineering and Infrastructure		
Project Title	Government Services Center Parking Deck		
Scope of Work	Per NC Statute 143-128.1A Design-Build Contracts, design and construct a new six-level,		
	double ramp parking deck with 1100 stalls of parking on the existing surface parking lot site		
	vicinity of the rear entrance of the Judge E. Maurice Braswell Courthouse and Cumberland		
	County Law Enforcement Center (See preliminary scope on page 2). A conceptual layout from		
	the Government Services Center Master Planning Study is attached for informational		
	purposes only. The selected Design-Builder is responsible for verifying all information and		
	producing the Final Project Design.		
Project Schedule	 November 28, 9:00 a.m. – Optional On-site Visit at Judge E. Maurice Braswell 		
	Courthouse/LEC rear Parking lot		
	 December 1, 2023, 1 p.m. – Questions Due 		
	December 11, 2023 – RFQ Due		
	 December 22, 2023 – Shortlist Design-Build Contractors 		
	 Week of January 8, 2024 – Interview Design-Build Contractors 		
	 January 22, 2024 – Selection, Contract Award 		
	February 2024 – Start Design		
	August 31, 2025 – Project Complete		
Contact	Jermaine M. Walker, Director, Engineering and Infrastructure		
Telephone	910-321-6602		
E-mail	jwalker@cumberlandcountync.gov		
Total D-B Project Budget	\$33,000,000		
Source of Funds			
Publish Date	November 20, 2023		
Closing Date	December 11, 2023		
Submit THREE (3) hard-	Jermaine M. Walker		
copy copies and ONE	Cumberland County Engineering and Infrastructure		
electronic copy on a USB	130 Gillespie Street		
storage device of the	Suite 214		
qualification's information			
package (Mailing Address):			
NC Licensing Statement	In order to offer CONSTRUCTION Services (General Contracting, Electrical Contracting,		
	Plumbing, Heating, and Fire Sprinkler Contracting, or Landscape Contracting) and DESIGN		
	Services (Architecture, Engineering, or Landscape Architecture) as part of the response to this		
	RFQ, the proposing firms must be appropriately licensed to provide Construction Services		
	and Design Services in the State of North Carolina. More information on the North Carolina		
	state boards may be found at the following websites: CONSTRUCTION:		
	NC Licensing Board for General Contractors:		
	(https://nclbgc.org)		
	NC State Board of Examiners of Electrical Contractors:		
	(https://www.ncbeec.org)		
	NC State Board of Examiners of Plumbing, Heating and Fire Sprinkler Contractors:		
	(https://www.nclicensing.org)		
	NC Landscape Contractors' Licensing Board:		
	(https://nclclb.com)		
	DESIGN:		
	NC Board of Architecture and Registered Interior Designers: (http://www.ncbarch.org)		
	NC Board of Examiners for Engineers and Surveyors:		
	(http://www.ncbels.org)		
	NC Board of Landscape Architects: (http://www.ncbola.org)		



DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) November 20, 2023

I. SCOPE

Design and construct a new six-level, double ramp parking deck with 1100 stalls of parking on the existing surface parking lot site vicinity of the rear entrance of the Judge E. Maurice Braswell Courthouse and Cumberland County Law Enforcement Center. A conceptual layout from the Government Services Center Master Planning Study is attached for informational purposes only. Design and construction of the deck, all building systems, and the site shall comply with current State and Federal Guidelines and code requirements for all matters, including accessibility. The structure's Life expectancy is to be fifty (50) years.

- 1. Deck architectural features to be consistent with City of Fayetteville standards and coordinate with design themes of other adjacent County projects Design-Build (D-B) Team to follow the City of Fayetteville Unified Development Ordinance (UDO) zoning and fire marshal requirements.
- 2. Basis of design simplest structure for maximum parking stall quantity while meeting delivery constraints.
- 3. Follow best practices for stormwater, sedimentation, and erosion control.
- 4. Demolish existing surface parking lot and site amenities.
- 5. Parking stalls widths 9' x 18' current campus standard; drive aisles width 24' current City standard—justify adequacy and factors pertaining to modification to minimize the quantity of compact-only stalls. The number of ADA parking stalls shall comply with Chapter 11 of the North Carolina Building Code.
- 6. Vehicular headroom (7'-2"min.) and gross vehicle weight rationale and recommendations for standard passenger vehicles, accessible vans, service vehicles for daily use, and special events.
- 7. Electric vehicle charging provide 30 fast-charge stations, 480v located for optimum safety. PVC coated conduits and corrosion-resistant equipment. Connectivity to campus payment system.
- 8. Corrosion protection on exposed and encapsulated metal elements use best practices.
- 9. Strategy for preserving deck pavements and structure respective of ice-melt and salt application.
- 10. Premium paint quality for striping and finishes.
- 11. Structure enclosure characteristics for lowest fire rating.
- 12. Elevators.
- 13. Mechanical equipment room near elevator(s) shaft.
- 14. HVAC in the elevator control rooms will also have to be connected to emergency generator power.
- 15. Determine viability to connect to proximal PWC electrical and generator for emergency power or provide generator for emergency power for elevator and life safety.
- 16. Fire suppression, dry pipe system, with interconnected fire alarm system. Call-out required. Include all penetrations and preparation for an antenna. UPS for monitoring equipment.
- 17. Restrooms are not required.
- 18. Frost-protected housekeeping hose bibs at each level.
- 19. Data/communications closet for all deck amenities. Wireless connectivity on all levels. Furnish underground conduit pathways for network connectivity to JEMB Courthouse and Law Enforcement Center.
- 20. Lighting illumination levels and controls. Motion activated, D-B Team to specify minimum foot candles and special event foot candles. Meet all NC State Energy Code Requirements. LED lighting power load calculations are to be x2 to meet the NEC requirements. Lighting illumination levels for the deck also need to be in accordance with IES guidelines.
- 21. Stairwells should be designed to maximize visibility to enhance the security of garage patrons.



DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) November 20, 2023

- 22. Traffic coatings should be applied over environmentally sensitive areas such as mechanical and electrical rooms.
- 23. Emergency phones (blue light) at each stair level.
- 24. Ground-level storage room for parking services equipment.
- 25. Snow removal/snow melt considerations for the top level. Project alternate for active melt system.
- 26. Provisions for solar/photo voltaic equipment are not required.
- 27. Incorporate license plate recognition cameras using Avigilon Cameras and equipment required for AIMS Parking Management system connecting to JEMB Courthouse network at deck telecom room. Describe the extent of scope of additional gates, arms, card access, and payment systems for off-hours and event parking.
- 28. Traffic and pedestrian wayfinding signage. Site and building signage.
- 29. Security systems on all levels (emergency phones, alarm stations, cameras, etc.)
- 30. Site restoration and Landscaping.
- 31. Pedestrian bridge to JEMB Courthouse as a project alternate. Covered, non-conditioned structure.

II. SCHEDULE

DATE	EVENT
November 28, 2023, at 9:00 am	Site Visit at JEMB Courthouse/LEC rear Parking lot
December 1, 2023, at 1:00 p.m.	Questions Due
December 11, 2023	RFQ Due
December 22, 2023	Shortlist Design-Build Contractors
Week of January 8, 2024	Interview Design-Build Contractors
January 22, 2024	Selection, Contract Award
February 2024	Build Contractors
August 31, 2025	Project Complete

III. OVERALL PROJECT BUDGET

CATEGORY	AMOUNT
Design-Build team budget	\$28,000,000
Owner underground power relocation, Miscellaneous expenses, and Project contingencies	\$5,000,000
Total Project Authority	\$33,000,000

IV. RFQ INFORMATION PACKAGE RESPONSE

Proposing firms must submit Five (5) hard copies and one (1) electronic copy of the qualification information package. The qualifications information package should not exceed forty (40) single-sided or twenty (20) double-sided pages, not including the cover. E-mail and Fax submissions will not be accepted. The qualifications information package response should consist of the following:

- 1. Profile of each key firm on the team (design-builder, contractor(s), designer(s), etc.). Include firm history, ownership, description of services, location, staff size, evidence of appropriate licensure (license numbers) in the State of North Carolina, and record of successfully completed projects without major legal or technical problems.
- 2. Resumes of key personnel to be assigned to the project showing successful participation in similar projects. Note that the successful design-builder shall obtain written approval from Cumberland County prior to changing key personnel as listed in the design-builder's submission.



- 3. Examples of experience in each of these areas:
 - a. Projects with scope similar to the proposed project, successfully completed by team members (firms and/or personnel).
 - b. Design-Build projects successfully delivered by team members (firms and/or personnel).
 - c. Collaboration between team members (firm and/or personnel).
- 4. Examples of recent experience with estimating project cost. Include examples of design-build projects with a comparison between the initial design-build estimate and the final cost.
- 5. Examples of recent experience with adhering to project schedules. Include examples of design-build projects with a comparison between the initial schedule and final delivery date.
- 6. Examples of recent experience with achieving HUB participation on projects. Include the HUB participation percentage achieved and the participation goal, where applicable.
- 7. Understanding of the project location as exhibited by past experience in the geographic area and/or with the client. Indicate the team's proximity to the project area, existing relationships with the area subcontracting entities, and the ability to engage these firms.
- 8. Quantifiable description of current workload and available resources to successfully complete this project.
- 9. Provide an anticipated project schedule based on a January 2, 2024 start date.
- 10. Description, with examples if applicable, of a process for successfully delivering this proposed project. Address each phase of the project (design, pre-construction, and construction). Include a strategy for prequalifying construction subcontractors and obtaining competitive bidding, practices, and procedures to ensure quality and other factors that may be applicable. Explain project team selection. The response shall consist of either of the following project team selection options:
 - a. A list of the licensed contractors, licensed subcontractors, and licensed design professionals whom the design-builder proposes to use for the project's design and construction. If this project team selection option is used, the design-builder may self-perform some or all of the work with employees of the design-builder and, without bidding, also enter into negotiated subcontracts to perform some or all of the work with subcontractors, including, but not exclusively with, those identified in the list. In submitting its list, the design-builder may, but is not required to, include one or more unlicensed subcontractors the design-builder proposes to use. If this project team selection option is used, the design-builder may, at its election and with or without the use of negotiated subcontracts, accept bids for the selection of one or more of its first-tier subcontractors.
 - b. A list of the licensed contractors and design professionals whom the design-builder proposes to use for the project's design and construction and an outline of the strategy the design-builder plans to use for open subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes. If this project team selection option is used, the design-builder may also self-perform some of the work with employees of the design-builder but shall not enter into negotiated contracts with first-tier subcontractors.
- 11. Certifications
 - a. A letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this project on behalf of your firm or its agent licensed to do business in North Carolina, and verifying your company's capability and capacity based on your current value of work. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.
 - HUB Participation: Describe the program (plan) that your company has developed to encourage participation by HUB firms to meet or exceed the goals set by North Carolina General Statute 143-128.2. Please explain how the firm will address minority participation in the company's management



DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) November 20, 2023

levels. Include a HUB plan in the proposal. Provide documentation of the firm's HUB participation over the past three (3) years on both public and private construction projects. Outline specific outreach efforts that your firm will take to notify HUB firms of opportunities for participation to exceed current HUB Goals and requirements. Indicate the minority participation goal that you expect to achieve on the project. The design-build firm selected for this project will make a good-faith effort to seek the inclusion of minority-owned businesses in the execution of this project. Cumberland County's **MWBE goal is 15%**.

- c. Written certification by the design-builder that each licensed design professional included as part of the team was selected based solely on qualifications without regard to fee. Include evidence that a qualifications-based selection (QBS) process was utilized.
- 12. Additional information as requested by the Owner or deemed appropriate by the Design-Builder. During the presentation, the teams must address scope requirements and viable options/alternate solutions.
 - a. Traffic Impact Analysis for the subject project will be shared with the selected design-build contractor. Implementation of traffic study recommendations, to be determined, will be part of the D-B project.
 - b. Initial preliminary geotechnical investigation to be conducted during RFQ posting. Results will be shared with the selected design-build contractor.

13. Terms And Conditions

a. IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

b. <u>E-VERIFY</u>

Professionals shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if a professional utilizes a subcontractor, the professional shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

c. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The professional certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each professional to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

d. **INSURANCE**

Providing and maintaining adequate insurance coverage is a material obligation of the professional and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The professional shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the professional shall not be interpreted as limiting the professional's liability and obligations under the Contract. During the term of the Contract, the professional, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.



14. Selection Process

All submittals are subject to review by the County's Selection Committee. The Selection Committee will be comprised of voting representatives from County management, in addition to non-voting consultants. The County disclaims any liability whatsoever regarding their review of the submittals and in formulating their recommendations for selection. All recommendations for selection made by the committee shall be final.

a. <u>RFQ Response Review</u>

The Selection Committee shall review the qualifications of interested Design Builders and identify a ranking order based upon the selection criteria established and published by the County in this RFQ. The Selection Committee will determine a shortlist of firms to be interviewed from the ranking order.

b. <u>RFQ Evaluation Criteria</u>

No.	Evaluation Criteria	Weight
1	Project understanding and approach to providing requested scope.	30
2	Design Build Team experience and qualification.	20
3	Approach to collaboration with County representatives.	20
4	Capacity to complete this project within the proposed schedule.	30
5	Approach to, and experience with, value engineering and cost management.	30
6	Approach to schedule management and experience with on-time project completion.	20
7	Approach to meeting or exceeding MWBE goals.	20
8	Approach to local subcontractor participation.	20
9	Local professional services participation.	10
10	Quality and clarity of proposal.	10
	Final Criteria Ratings (out of a total of 210 points)	

c. Oral Presentation

An oral presentation may be required by those firms shortlisted by the Selection Committee. The presentation is intended to provide an opportunity for the firm to clarify its submitted qualifications to ensure a thorough and mutual understanding. The Issuing Office will schedule a presentation after the committee's evaluation process is complete.

* Interviewees will be evaluated independently of the RFQ scoring on a separate 20-point scale.

d. <u>Negotiation</u>

The firm that is deemed to be the most highly qualified to provide the services required will be contacted by the Negotiation Committee. The Negotiation Committee shall then negotiate fair and reasonable billable rates for pre-construction services in order of preference, opening negotiations with firms of a lower preference only if fair and reasonable billable rates cannot be established with the firms of higher preference.

e. Debriefing on Unsuccessful Qualifications

If a letter of selection is not received within 120 days of the RFQ closing date (or any written extension thereof), the firm may assume that they were not awarded a contract. Upon written request, the firm will be debriefed (orally) as to the basis for their non-selection. Requests for oral debriefing must be made in writing to the attention of the "point of contact" person within 150 days after the closing date cited for receipt of responses to the RFQ. The County will set the time and location of the debriefing.



NORTH CAROLINA

ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 9/16/2024

SUBJECT: CONSIDERATION OF GMP-1 AMENDMENT TO CROWN EVENT CENTER CONSTRUCTION MANAGER AT RISK CONTRACT

BACKGROUND

On September 18, 2023, the Board of Commissioners approved a contract with the joint venture of TA Loving/Metcon to provide preconstruction services for the Crown Event Center project. At the time, it was stated that at the end of the project's design phase, a GMP (guaranteed maximum price) amendment to the contract would be brought forward to finalize the cost for construction.

Given the time-sensitive nature of this project, the Project Delivery Team recommends splitting it into three phases: the first phase consists of sitework and demolition, the second phase consists of an early structural package (turnkey concrete, structural steel, and switchgear), and the third phase comprises the remaining bid packages. Continuing this path will allow the project to proceed with construction and avoid delays caused by waiting for the entire project to be bid.

TA Loving/Metcon conducted solicitations for bids on the project's sitework and demolition phase on August 27, with a re-bid on September 3. The bid results of this phase were submitted to the Board of Commissioners Crown Event Center Committee on September 11, 2024, and the Committee voted unanimously to approve the GMP-1 and recommend approval of the GMP-1 Amendment to Crown Event Center Construction Manager at Risk Contract.

Approval of this amendment will allow the project to transition into the construction phase. The contract will be further amended to incorporate bid results for the other two project phases into the GMP.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of the GMP-1 Amendment to Construction Manager at Risk Contract with TA Loving/Metcon for Crown Event Center Project.

ATTACHMENTS:

Description Crown Event Center CMAR GMP-1 Contract Amendment Type Backup Material

AIA° Document A133° – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 16th day of September in the year 2024, is incorporated into the accompanying AIA Document A133TM-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 18th day of September in the year 2023 (the "Agreement") (In words, indicate day, month, and year.)

for the following PROJECT: (Name and address or location)

Crown Event Center Fayetteville, NC

THE OWNER: (Name, legal status, and address)

Cumberland County, a body corporate and politic organized and existing under the law of the State of North Carolina 117 Dick Street Fayetteville, NC 28301

THE CONSTRUCTION MANAGER: (Name, legal status, and address)

T.A. Loving-Metcon, A Joint Venture 400 Patetown Road Goldsboro, NC 27530

TABLE OF ARTICLES

- A.1 **GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN A.4 **PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 **GUARANTEED MAXIMUM PRICE**

§ A.1.1 Guaranteed Maximum Price

Init.

1

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. This Amendment is limited only to the site work described herein and the Guaranteed Maximum Price stated herein is limited only to the cost of that site work. The Guaranteed Maximum Price for the site work covered by this Limited Amendment shall be included in the Guaranteed Maximum Price established pursuant to Section 3.2.6 of the Agreement.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201 [™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Four Hundred Fourteen Thousand Four Hundred Eleven Dollars (\$ \$3,414,411), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Reference Attached Exhibit A - GMP1 Sitework

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement. The Work for this Limited Amendment is only the site work described herein.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

ltem	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- [] The date of execution of this Amendment.
- [X] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

Issuance of Notice to Proceed Shall Commence the total project schedule/the Work

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

Init.

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§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than Nine Hundred Twenty-Seven (927) calendar days from the date of Notice To Proceed of the Work, for the entire project schedule/the Work.

[] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Milestone Completion Date
GMP1 - Sitework	Building Pad Complete – 80 Days from NTP

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

INFORMATION UPON WHICH AMENDMENT IS BASED ARTICLE A.3

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages	
§ A.3.1.2 The following Spe (Either list the Specification		exhibit attached to this Ame	endment.)	
Please reference Exhibit C	- Specifications List			
Section	Title	Date	Pages	
§ A.3.1.3 The following Dra (Either list the Drawings here)	-	it attached to this Amendn	nent.)	
Please reference Exhibit B	– Drawings List			
Number		Title	Date	
comprise the Sustainability I Sustainability Plan identified implementation strategies see and responsibilities associat	stainable Objective in Plan by title, date and s and describes the Su elected to achieve the S ed with achieving the S nent of each Sustainab	number of pages, and incl stainable Objective; the tai Sustainable Measures; the Sustainable Measures; the s le Measure; and the Susta	ntify the document or documents that ude other identifying information. The rgeted Sustainable Measures; Owner's and Construction Manager's rol specific details about design reviews, testi inability Documentation required for the	
Title		Date	Pages	

Other identifying information:

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§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (Identify each allowance.)

> Item **Remove and Relocate Parking Lot** Lighting to Cumberland County Facilities Yard

Price \$44,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

Assumptions and Clarifications are listed in Exhibit A - GMP 1 Sitework § A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND ARTICLE A.4 SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Listed in Exhibit A - GMP 1 Sitework

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

Glenn Adams Chairman- Cumberland County Board of Commissioners,

(Printed name and title)

MANAGER (Signature) CONSTRUCTION

David Philyaw President - T.A. Loving Company (Printed name and title)

And

CONSTRUCTION MANAGER (Signature) Aaron Thomas President - Metcon, Inc.

(Printed name and title)

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Additions and Deletions Report for

AIA[®] Document A133[®] – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete II, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:33:48 ET on 09/12/2024.

PAGE 1

This Amendment dated the <u>16th</u> day of <u>September</u> in the year <u>2024</u>, is incorporated into the accompanying AIA Document A133TM-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the <u>18th</u> day of <u>September</u> in the year <u>2023</u> (the "Agreement")

•••

Crown Event Center Fayetteville, NC

•••

<u>Cumberland County, a body corporate and politic organized and existing under the law of the State of North Carolina</u> <u>117 Dick Street</u> Fayetteville, NC 28301

•••

T.A. Loving-Metcon, A Joint Venture 400 Patetown Road Goldsboro, NC 27530

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement. This Amendment is limited only to the site work described herein and the Guaranteed Maximum Price stated herein is limited only to the cost of that site work. The Guaranteed Maximum Price for the site work covered by this Limited Amendment shall be included in the Guaranteed Maximum Price established pursuant to Section 3.2.6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed <u>Three Million Four Hundred</u> <u>Fourteen Thousand Four Hundred Eleven Dollars</u> (\$ <u>\$3,414,411</u>), subject to additions and deductions by Change Order as provided in the Contract Documents. **PAGE 2**

Reference Attached Exhibit A - GMP1 Sitework

•••

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§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement. <u>The Work for this Limited Amendment is only the site work described herein.</u>

[X] Established as follows:

•••

Issuance of Notice to Proceed Shall Commence the total project schedule/the Work

PAGE 3

[X] Not later than <u>Nine Hundred Twenty-Seven</u> (<u>927</u>) calendar days from the date of commencement of the Work. Notice To Proceed of the Work, for the entire project schedule/the Work.

...

Portion of Work	Substantial Milestone Completion Date
GMP1 - Sitework	Building Pad Complete - 80 Days from NTP

•••

§ A.3.1.2 The following Specifications: Specifications

...

Please reference Exhibit C - Specifications List

•••

<u>Please reference Exhibit B – Drawings List</u> PAGE 4

Remove and Relocate Parking Lot\$44,000.00Lighting to Cumberland County FacilitiesYard

•••

Assumptions and Clarifications are listed in Exhibit A – GMP 1 Sitework

•••

Listed in Exhibit A - GMP 1 Sitework

•••

Glenn Adams Chairman- Cumberland County Board of Commissioners ,

David Philyaw President - T.A. Loving Company

2

•••

And

CONSTRUCTION MANAGER (Signature) Aaron Thomas President – Metcon, Inc. (Printed name and title)

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:33:48 ET on 09/12/2024 under Order No. 2114422690 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA[®] Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) (Signed) President (CEO (Tille) 9-13-24 (Dated)

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CONTRACT #: <u>#2024399</u>

<u>IRAN DIVESTMENT ACT CERTIFICATION</u>. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

<u>E-VERIFY</u>. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: T.A. Loving-Metcon, A Joint Venture_____

_ Date 9/12/24 Authorized

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

COUNTY ATTORNEY'S OFFICE

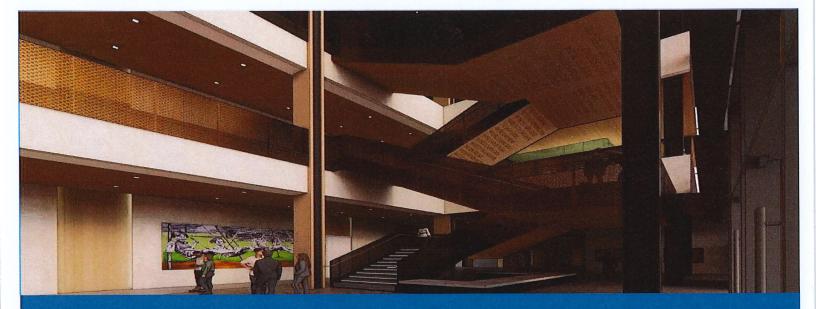
□ Renewable □ Nonrenewable

Expiration Date:



Crown Event Center Exhibit A - GMP1 - Sitework





Submitted by T.A. Loving / Metcon - A Joint Venture September 11, 2024







Cumberland County Crown Event Center

Fayetteville, NC

GMP1 - Summary Sheet - 09.11.24

0.73

0.32 15.26

16.30

0.33

	Bid Packages	100% DD Redesig	gn Es	<u>timate</u>
		Total Cost	Co	ost/SQFT
0000	General Requirements	\$ 100,000.00	\$	0.7
0050	Project Allowances	GMP3		NA
0150	General Trades Package	GMP3		NA
0175	Final Cleaning	GMP3		NA
0200	Demolition - In Sitework Bid	GMP1		NA
0300	Concrete	GMP2		NA
0400	Masonry	GMP2		NA
0500	Structural and Misc. Steel	GMP2		NA
0600	Millwork	GMP3		NA
0700	Roofing	GMP3		NA
0725	Applied Fireproofing	GMP3		NA
0750	Composite Metal Panels	GMP3		NA
0790	Caulking and Waterproofing	GMP3		NA
0800	Doors, Frames and Hardware	GMP3		NA
0834	Overhead and Coiling Doors	GMP3		NA
0840	Glass and Glazing	GMP3		NA
0925	Drywall Assemblies	GMP3		NA
0930	Hard Tile	GMP3		NA
0960	Soft Flooring	GMP3		NA
0964	Resinous Flooring	GMP3		NA
0980	Acoustical Ceilings and Treatment	GMP3		NA
0990	Painting and Wallcoverings	GMP3		NA
1000	Specialties	GMP3		NA
1140	Food Service Equipment	GMP3		NA
1200	Furnishings	GMP3		NA
1400	Elevators	GMP3		NA
2100	Fire Protection	GMP3		NA
2200	Plumbing	GMP3		NA
2300	HVAC	GMP3		NA
2600	Electrical	GMP3		NA
2601	Parking Lot Pole Removal and Relocation Allowance	\$ 44,000.00		0.3
3100	Sitework	\$ 2,096,440.00	\$	15.2
3163	Auger Cast Piles	GMP2		NA
3214	Site Concrete and Pavers	GMP3		NA
3290	Landscaping and Irrigation	GMP3		NA
Cost of V	Vork Subtotal	\$ 2,240,440	\$	16.3
3.0	00% Escalation	NA		NA
	00% Construction Contingency	\$ 44,809	\$	0.3

Cost of Work Subtotal with Escalation & CM Contingency	\$ 2,285,249	\$ 16.63
1.30% SDI Insurance	\$ 29,708	\$ 0.22
1.00% Design Contingency	NA	NA
Isum Preconstruction Fee	NA	NA
0.25% Builder's Risk	\$ 8,536	\$ 0.06
1.04% General Liability Insurance	\$ 35,510	\$ 0.26
1.25% CM P&P Bonds	\$ 42,680	\$ 0.31
Cost of Work Subtotal with Contingency & Insurances	\$ 2,401,683	\$ 17.48
4.00% CM Fee	\$ 91,410	\$ 0.67
Isum General Conditions	\$ 921,318	\$ 6.70
TOTAL CONSTRUCTION COSTS	\$ 3,414,411	\$ 24.85



Crown Event Center GMP1 Sitework and Demolition Assumptions and Clarifications

Sitework and Demolition:

- No permits are included outside of hauling and DOT permits. NCDENR, Land Use, Building Permits, and all other permits are by others.
- No abatement cost is being included for the existing building's demolition. Based on the documentation provided by Cumberland County, we understand that no contaminants are present.
- No cost is being carried for the removal of the existing signal and traffic light at the corner of Gillespie and Russell. It is the assumption that PWC will remove this traffic light and pole during construction.
- Although not labeled or detailed on C3.00, it is assumed that there are trench drains and piping at the loading dock area. A total of \$47,500 is being carried for a 6" Traffic Rated Trench Drainage with 6" PVC Pipe and a standard 21221 Concrete Junction Box.
- An allowance is being carried to remove the site lighting in the parking lot area. The site lighting will be disconnected, removed, and relocated to an area that is roughly five miles from the project site.
- No landscaping, planters, pavers, rails, asphalt, striping, signage, or site concrete is included in this GMP1 cost as they were not fully detailed and/or shown in the GMP1 design documents. This cost will be picked up in future drawing sets and GMP3
- There are no area drainage and foundation drainage cost included in the GMP1 total cost as they were not fully detailed and/or shown in the GMP1 design documents. This cost will be picked up if future drawing sets and GMP3.
- No cost is being carried for the installation of the gas line. We assume a utility company will install this work and not TA Loving-Metcon or their subcontractors.
- No backflow preventor shown or quoted on water main, fire main, or water service.
- No meter shown or quoted on the water service, water main, and fire main.

9-6-24



Crown Event Center - Breakdown of General Requirements

Description	DD Estimate	GMP1
Fences and Gates	115,000.00	55,000.00
Fence Screens	25,000.00	25,000.00
Barricades	45,000.00	5,000.00
Portable Toilets	50,000.00	10,000.00
Dumpsters	90,000.00	5,000.00
	325,000.00	100,000.00

TA, LOVING **metcon**

	I. CONSTRUCT	TION MANAGEME	NT SERVICES			
DESCRIPTION	CM FEE (Overhead)	PRECON FEE	LUMP SUM GENERAL CONDITIONS	General Requirements	COST OF WORK	OWNER
roject Executive			Х			
r. Project Manager			X			
ite Safety Director			X			
roject Manager			X			
eneral Superintendent			X			
roject Superintendent			X			
			X			
ssistant Superintendent			X			
roject Clerical and Costing						
roject Scheduling & Reports			X			
ite trucks/gas card, vehicle allowance, or mileage reimb.			Х			
egal Services - Review of Owner Contract	X					
egal Services - Construction Phase	Х					
ccounting (Check Distribution & Insurance Manager)			Х			
Preconstruction Scheduling		X				
Construction Material & Special Testing Consultant						X
IEP Consultant for Commissioning						Х
ife-Cycle Analysis Support		Х				
inergy Management						
Purchasing		X				
alue Engineering		X				
prawing review for constructibility and sequencing		X				
Cash Flow Chart		X				
Systems Development / Cost Comparisons as requested		X				
Stimating		X				
E.E.O. Officer	X	Λ				
	A					Х
Dut-of-State Staff Travel Costs for Project - Owner Appr.			v			Λ
Employee Cell Phones Employee Computers, IT support, Programs including licensing			X X			
and renewals			А			
lobsite phone system and Service / T-1 lines			X			
lobsite Office Equipment & Furniture			X			
Jobsite Office Supplies			X			
Project Phasing		X				
	II. SAFETY	, SECURITY AND	SERVICES			
DESCRIPTION	CM FEE (Overhead)	LUMP SUM PRECON FEE	LUMP SUM GENERAL CONDITIONS	General Requirements	COST OF WORK	OWNER
Safety Equipment			X			
First Aid Supplies			Х			
Handrails and Toe Boards					Х	
Dpening Protection					Х	
Fire Extinguishers - Temp. Construction only -			Х			
Security Guard/Watchman Svcs If Required				X		
Neekly Cleanup					Х	
Final Cleanup					X	
Femporary Fencing				Х	n	
				Δ	Х	
Covered Walkways				X	Λ	
Maintain Barricades				A	X	
Safety Nets				v	Λ	
Dumpster Rental/Removal				X	T	
Public Traffic Control					X	
Construction Roadway & Site Maintenance					X	
Dust Controls					X	
Trash Chute & Hoppers					Х	
Employee Badging and Background Checks			Х			
					X	1

TA LOVING	
met<u>con</u>	
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DESCRIPTION	CM FEE (Overhead)	LUMP SUM PRECON FEE	LUMP SUM GENERAL CONDITIONS	General Requirements	COST OF WORK	OWNER
OfficeTrailer Rental, Set-Up & Teardown			Х			
iool/Utility Trailer Rental			X			
Vater/Ice			X			
emporary Lighting/Wiring			11		Х	
Difice Trailer Power and Water Utilities			Х			
Itility Company Fees to Provide Temporary Services to			X			
emporary Power Utility Co. Fees - Jobsite			Λ			Х
Permanent Power Utility Co. Fees - New Building (until						X
emporary Water Utility Co. Fees - Jobsite						X
Domestic/Fire Water Utility Co. Fees - Sussie						X
ubstantial)						NAME OF A DESCRIPTION OF A
emporary Water Services - Connections & hook-up						<u>X</u>
emporary Gas Utility Co. Fees - Jobsite						X
Permanent Gas Utility Co. Fees - New Building (until						Х
Permanent Phone Service to Buildings (Elev., Fire alarm,						Х
Permanent Utility Company Fees						Х
emporary Heat Expenses					Х	
Femporary Cooling Expenses					Х	
Femporary Toilets/Sewer Services				Х		
Lunch Areas			Х			
Femporary Stairs				Х		
Femporary Enclosures/Partitions					Х	
Temporary Fencing				Х		
Project Signs/Bulletin Boards			X			
Dn-site Telephone Expenses*			Х			
Femporary Roads Construction					Х	
Julity Trucks					Х	
Air Compressors					Х	
Dewatering Equipment					X	
Generators Temporary					X	
Miscellaneous Equipment					X	
Fuel/Repairs/Maintenance			Х			
	IV.	VERTICAL HOISTI				
DESCRIPTION	CM FEE (Overhead)	LUMP SUM PRECON FEE	LUMP SUM GENERAL CONDITIONS	General Requirements	COST OF WORK	OWNER
Crane(s)					Х	
Forklifts					X	
					X	
Man-lifts	V. REPR	ODUCTION AND P	RINTING			
	1		LUMP SUM			
DESCRIPTION	CM FEE (Overhead)	LUMP SUM PRECON FEE	GENERAL	General Requirements	COST OF WORK	OWNER
Design and Design Coordination						Х
Cost Study Documents						Х
Systems Study Documents						Х
Bid Package Documents		Х				
Bidding Instructions		Х				
Post Bid Construction Documents		Х				
Addendum, Bulletin and Change Order Documents		Х				
Accounting Forms	X					
Field Reporting Forms	X					
Owner Contract Agreements	Х					
Schedule Report Form	X					
Estimating Forms	X					
Cost Reporting Forms	X					
Cost reporting romo		12				
	X					
Presentations Charts and Graphics Value Analysis Studies	X X					

URE						
Records Retention & Storage (7 years project specific)			Х			
Reference Materials	X					
Duplication Expense (Misc.)			Х			
Prepare and Mail all Subcontract Agreements			X			
Shop Drawing Printing			X			
Assemble and Print Maintenance Manuals			X			
Assemble and Print Operation Manuals			X			
Postage and Delivery Expense - Construction Phase			X			
			X			
Postage and Delivery Expense - Bid Documents			X			
Legal Advertisements - Bid Notices	VL	QUALITY CONTR				
	CM FEE	LUMP SUM	LUMP SUM			
DESCRIPTION	(Overhead)	PRECON FEE	GENERAL CONDITIONS	General Requirements	COST OF WORK	0
Special Inspection Consultants						
Special Testing Consultants						Al al
Concrete Testing						
Masonry Testing						
Compaction Testing						
Welding Inspections						
Soils Investigations						
Special Testing Services						
Third Party Commissioning						
Site Survey and Property Control / Vertical Control point						
Field Office Supplies/Materials			X			
Project Photographs			X			
Warranty Inspection Coordination			X			
Air & Water Balancing			11		Х	
			X			-
As-Built Documents			11		Х	
Operator On-Site Training					X	
Operation & Maintenance Manuals - Production	-		X		Λ	
Operation & Maintenance Manuals - Assembly	VII. PER	MITS AND SPECI				
DESCRIPTION	CM FEE (Overhead)	LUMP SUM PRECON FEE	LUMP SUM GENERAL CONDITIONS	General Requirements	COST OF WORK	(
Driveway Permits						
Sign Permits						
Sealed Engineering As-Built						
City and NCDOT right-of-way permits and encroachments						
Building Permits						
Agency Express Review Fees for permitting						
Water Connection Fee*	-					
Sanitary Connection Fee*						
Storm Connection Fee*						
Gas Service Charge*						
Power Service Charge*						
Special Tap Fees						
	X					
Contractors' Licenses						
Royalties						
Zoning Fees/Consultants						12100
Use Fees						
Construction Equip. Licenses	X					-
Construction Equip. Permits	X		1			L
		20				
VIII. B	onds and Insurance					
VIII. B	CM FEE	LUMP SUM PRECON FEE	LUMP SUM GENERAL	General Requirements	COST OF WORK	
		LUMP SUM		General Requirements	COST OF WORK	

Subcontractor Insurances

Subcontractor Bonds

X

X

TA LOVING - A JOINT VENTURE -

Off-Site Insurance					Х	
Off-Site Taxes					Х	
D	K. OTHER COSTS					
DESCRIPTION	CM FEE (Overhead)	LUMP SUM PRECON FEE	LUMP SUM GENERAL CONDITIONS	General Requirements	COST OF WORK	OWNER
Project Taxes					Х	
Construction Equipment					Х	
Construction Labor Costs					Х	
Warranty Period Administration			Х			
Construction Materials					Х	
A/E Cost of Bid Packages						Х
Preliminary Soils Inspections						Х
Title/Development Cost						Х
Land Costs						Х
Financing/Interest Cost						Х
Interim Financing Costs						Х
CM Contingency					Х	
Owner Change Contingency						Х
Building Operation after Move-in						Х
Building Maint. After Move-in						Х
Moving Coordination						X
Moving Costs		1				X
Corrective Work				-	Х	
Hazardous Materials Abatement (if applicable)						Х
C.M. General Overhead Cost	X					
C.M. Profit / Fee - fixed rate	X					
Costs Over GMP	X					
MWBE Manager - Preconstruction	11	Х				
MWBE Manager - Construction (time spent on project)			Х			
MWBE Outreach for Bidding		Х				
Prequalify Trade Contractors		X				
Conduct Prebid Conferences		X				
Open, Review, Tab, and Certify Bids		X				
Post bid interview apparent low Trade Bidders		X				
Media Relations						Х
MAP / Partnering	X					
Meeting Accommodations	X					
Notary Fees	X					
Jobsite Office Supplies & Equipment			Х			
Destructive Testing						Х
Monthly Report Manuals			Х			
MEP Review and Coordination Drawings					Х	
MEP Commissioning Agent (3rd Party)						X
Subcontractor safety Representatives					Х	
Safety Incentives			Х			

Crown Event Center								+	
BP3100 - SITEWORK								TA LOVING	
								metcon	
								A JOINT VENTURE	
	Allen Grading	Barbour Brothers	Conti Civil	Hine Sitework	Mid Atlantic	Faulconer			
SUB NAME ==>				Hine Sitework	MIS				
Base Bid ===>				\$ 2,568,300.00	\$ 8,775,250.00				
Total Base Bid Incl. Sales Tax \$	•	•	•	\$ 2,568,300.00	\$ 8,775,250.00	•	•	•	•
				\$ 30,800.00	\$ 88,000.00				
BID INCLUSION ITEMS									
				у	y				
				У	y				
				У	y				
				у	у				
							AP	APPARENT LOW BASE BID	(D
09.03.2024							Company	Hine Sitework	
							Base Bid	\$ 2,568,300.00	

Crown Event Center

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SUBCONTRACTOR FORM OF PROPOSAL

CROWN EVENT CENTER CUMBERLAND COUNTY FAYETTEVILLE, NORTH CARLOINA

Hine Sitework, Drc 3100 Sitework & Demilition **Bidder Name Bid Package** Date SUMBMITTED TO: T. A. Loving | Metcon a Joint Venture

3600 Glenwood Ave, Suite 150 Raleigh, North Carolina 27612

The Bidder, in compliance with the Invitation for Bids, has examined the Contract documents and other related documents, including the availability of materials and labor, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below.

After Bid Proposals are received, tabulated, and evaluated by T. A. Loving | Metcon a Joint Venture, and the successful Bidder for each category of work has been determined, said Bidder agrees to meet immediately with T. A. Loving | Metcon a Joint Venture at the place of receipt of bids for purposes of determining any duplications or omissions. For purpose of these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all Subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in their work.

The Bidder, if awarded a Subcontract agrees to commence work and to fully complete and deliver this Work Category in accordance with the schedule prepared by T. A. Loving | Metcon a Joint Venture.

The undersigned agrees to perform all work associated with the following Bid Package number and description as detailed in Section 8:

for pulling for Kent risky Eight that for hall rate of the Base Bid including sales tax:

Section 4 - Bid Proposal

Crown	Event	Center
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Allowances are available for application at the discretion of the Construction Manager and the unused portion credited against the Contract amount, All Contract allowances will be identified in the Schedule of Values as an individual line item exclusive of overhead and profit.

All bids must include a bid security attached per Section 3 – Instructions to Bidders

The Bidder acknowledges receipt of the following Addenda:

No	1	Date	8/14/24	No. 🎸	Date	8/21/24
No	2	Date	8/15/24	No	Date	8/27/24
No	3	Date	8/16/24			

ALTERNATES:

Alternate No. 1 - Payment & Performance Bond

30 800.00 (\$ (add)

Alternate No. 2 -

(\$_____N/A (add)

UNIT PRICES: Do not include in Base Bid

- Allowance 1 Provide allowance for 10 cubic yards of Removal of Mass Rock and disposal off-site 1. \$ 150.00/4 \$ / 501.00
- 2. Allowance 2 Provide allowance for 10 cubic yards of Removal of Trench Rock and disposal off-site \$ 2,000.00 \$ 200.00/5
- 3. Allowance 3 Provide allowance for 1,000 cubic yards of Removal of unsuitable soil and disposal off-site \$ 30,000.00 \$ 30.1/3
- 4. Allowance 4 Provide allowance for 1,000 cubic yards of Removal of unsuitable soil and placement on-site \$ 20,000.00 \$ 20.00/4
- 5. Allowance 5 Provide allowance for 2,000 cubic yards of Removal of In-situ loose soil and compaction in original location \$______
- Allowance 7 Provide allowance for 400 cubic yards of Replacement of removed rock or unsuitable soils with off-site suitable soil in-place \$ 20,000 20,

Crown Event Center

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- 8. Allowance 8 Provide allowance for 400 cubic yards of Replacement of removed rock or unsuitable soils with Aggregate Base Course in-place \$ 73,6**** \$ 100.**/5
- 9. Allowance 9 Provide allowance for 200 cubic yards of Replacement of removed rock or unsuitable soils with No.57 washed stone in-place \$ 32, 800.00 million \$ 164.00/5
- 10. Allowance 10 Provide allowance for 200 square yards of Woven Geo-Textile Fabric in place \$ ______
 11. Allowance 11 Provide allowance for 200 square yards of Biaxial Geo-Grid in place \$ ______
 11. Allowance 11 Provide allowance for 200 square yards of Biaxial Geo-Grid in place \$ ______

12. Allowance 12	NA	\$ <u>N</u> [A
13. Allowance 13	ria	\$ ~10
14. Allowance 14	MA	\$\$A
15. Allowance 15 -	Nb	s MA

The bidder agrees that this Base Bid shall be good and may not be withdrawn for a period of Sixty (60) calendar days after the opening date of Bid Proposals.

The undersigned understand that T. A. Loving | Metcon a Joint Venture, the Architect and Owner, reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

Within fifteen (15) days after receipt of the signed Subcontract for this Bid Proposal, the undersigned will execute said agreement and deliver Performance and Labor and Material Bonds (if required) to T. A. Loving | Metcon a Joint Venture.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

<u>Provide with the bid</u> - Under GS 143-128.2(c) the undersigned bidder shall identify <u>on its bid</u> (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. <u>Also</u> list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its <u>own workforce</u> may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

<u>After the bid opening</u> - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is <u>equal to or more than the 35% goal</u> established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary; *** OR ***

If less than the 35% goal, Affidavit (D) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit <u>with their bid</u> the Identification of Minority Business Participation Form listing all MB contractors, <u>vendors and suppliers</u> that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

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Crown Event Center

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On I	pehalf of Hinc Sitcher by Drc, of which I am duly authorized to execute this instrument, I,
	behalf of <u>Hime Sitewish</u> , <u>Drc.</u> , of which I am duly authorized to execute this instrument, I, <u>Nerl Hime</u> ; <u>Vine Bardel</u> , do hereby affirm and bind <u>Hime Sitewish</u> the following:
1.	We have received and reviewed each drawing, of each and every volume of drawings, distributed by the Construction
	Manager (CM), and acknowledge that there may be notes, details, or other information on those drawings that have
	influenced our bid; no matter if the drawing, in its entirety, pertains to the bid package included in our bid. All costs
	associated with those notes, details, or other information are included inour bid. // (initials)
2.	We have received and reviewed each specification section, of each and every volume of specifications, distributed by
	the CM, and acknowledge that there may be notes, details, or other information in those specification sections that have
	influenced our bid; no matter if the specification section, in its entirety, pertains to the bid package included in our bid.
	All costs associated with those notes, details, or other information are included inour bid. (initials)
3.	We have received and reviewed the CM's Bid Manual, read it from cover to cover, and fully understand the bid package
	we are bidding on, in addition to any and/or all other requirements outlined in the Bid Manual(initials)
4.	We have received and reviewed each and every addendum as it has been issued by the CM, including all documents
	attached thereto, including revisions to the drawings, details, specifications, and bid manual. All costs associated
	with the addenda are included in our bid(initials)
5.	We have not included any unapproved substitutions of material, equipment, or other appurtenances in our bid. We
	have included all material, equipment, and appurtenances as specified and detailed in the drawings and specifications.
	(initials)
6.	We have asked for and received answers to any pre-bid questions we have that would influence our bid price or ability
	to perform our work with regard to the bid package we are submitting ourbid on(initials)
7.	We understand that the sole purpose of any scope review meeting(s) will be to discuss the acceptance or rejection o
	bid alternates, review of value engineering options, availability of personnel to perform the scope of work, review the
	project cost breakdown form that was attached to the bid package scope, and any other cost reduction items.
	(initials)
8.	We fully understand the scope and scale of the project as a whole and the scope of our bid package included in our bid.
	We further acknowledge that the means and methods necessary to complete our scope of work are our own. We have
	also reviewed the preliminary project schedule included in the bidder's manual and will have sufficient manpower to
	complete this scope of work \mathcal{N} (initials)
	The foregoing terms have been reviewed and accepted by Hine Straught Inc. and we acknowledge
	The foregoing terms have been reviewed and accepted by <u>Hine Strugth Inc.</u> and we acknowledge that acceptance of these terms is required with the bid and that this executed exhibit will be included as a binding
	attachment to any subcontract agreement entered into by the Subcontractor and the CM.
	7 10 0
BY:	Nort Hime; View Amerika /
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Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of September 3 Hine stands	
(Name of firm or corporat	
WITNESS:	By:
(Proprietorship or Partnership)	Name: <u>Ann Hine</u> Print or type Title <i>Annik</i> L
	Title(Owner/Partner/Pres.709res) Addresse. P.+ 1275
ATTEST:	Cliffra Ne 27533
By: Nel Min;	License No. 52225
Title: Corto July	Federal I.D. No
AUD OF UNASS. OC. UNIN	Email Address: neite hinesitemte.
GOBPORATE SEALLY	

Section 5

MWBE Forms

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Attach to Bid Attach to Bid

Identification of HUB Certified Minority Business Participation

Him Sitewikg tre. (Name of Bidder)

do hereby certify that on this project, we will use the construction subcontractors, vendors, suppliers on	he following HUB Cert r providers of profession	ified/ minority b onal services.	ousiness as
Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
Hine Sitente, In. 915-736-899. 1.0. B& nos Clabor, No 27533	site with M-Nig	F	Y
Hine Sitente, tr. 915-736-899. P.O. B. M. 75 G/Mhr., NC 27533 Paile Anothi, Dr. 719-559-6252 1110 Math. Die sit 1.7 Righ No 276.9	11-1iz	ß	7
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· · · · · · · · · · · · · · · · · · ·			

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

MBForms 2002-Revised July 2010

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Sta	ate of N	orth Car	olina AFI	FIDAVI	TA-Li	to Bid Attach to Bid sting of Go	od Faith E	fforts
Cou	unty of		byne			-		Manufacture 11
Affi								
	11	have made a	good faith eff	ort to comp	ly under th	e following are	as checked:	e
			st 50 points 1 NC Administ		-	th efforts list	ed for their l	bid to be
1	that were know	own to the con	tractor, or avail	able on Stat	te or local g	have been expe overnment main he work to bepe	tained lists, at le	a quote and east 10 days
	2(10 pts) M minority busi	Made the const nesses, or pro	ruction plans, s viding these do	specification cuments to	s and requir them at leas	ements availablest 10 days before	e for review by p the bids are du	prospective le.
	3 – (15 pts) E participation.	Broken down o	r combined ele	ments of wo	ork into econ	omically feasible	e units to facilitat	te minority
	Historically U	Worked with m Inderutilized B of minority busi	usinesses and	ommunity, o included in t	r contractor the bid docu	organizations id iments that prov	entified by the C ide assistance in	Office of n
Ľ,	5 – (10 pts) /	Attended prebi	d meetings sch	neduled by t	he public ow	/ner.		
9	6 – (20 pts) f or insurance	Provided assist for subcontrac	ance in getting tors.	required bo	nding or ins	urance or provid	ed alternatives	to bonding
1	unqualified w	vithout sound re	lood faith with easons based of have the reaso	on their capa	abilities. Any	nesses and did r / rejection of a m g.	not reject them a inority business	as based on
1	capital, lines credit that is	of credit, or joi ordinarily requ	nt pay agreeme	ents to secu ninority bus	re loans, sui inesses in o	y business in ne oplies, or letters btaining the sam ing credit.	of credit, includi	ng waiving
	9 – (20 pts) increase opp possible.	Negotiated joir portunities for n	t venture and phinority busines	partnership ss participat	arrangemen ion on a pub	ts with minority l lic construction	businesses in or or repair project	rder to when
9	, 10 - (20 pts) meet cash-flo	Provided quicl ow demands.	k pay agreeme	nts and poli	cies to enab	le minority contra	actors and supp	liers to
of M Sub	linority Busin stitution of co	ess Participati	on schedule co t be in accorda	nditional up	on scope of	ment with the fir contract to be e d) Failure to abio	xecuted with the	e Owner.
						rms of the min nent herein se		
Dat	e: 9/3/2	7 Name	of Authorized	d Officer:	NAM			

Date: 9/3/27	_Name of Authorized Officer:
MULEA. KING	Signature:
	Title: Via fendl
OTARL	
	State of NC, County of Userne
PUBLAL	Subscribed and sworn to before me this 3 th day of 20 20
The sound was	Notary Public Clarge Anduncad
COUNTINIE COUNTINIE	My commission expires 02.04.31

MBForms 2002-Revised July 2010

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• •

Attach to Bid At

County of _____

Affidavit of

• • •

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform <u>all</u> <u>elements of the work</u> on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:	_Name of Authorized Officer:		
SEAL			
State of	, County of		
	rn to before me this	day of2	0
	'es		

MBForms 2002-Revised July 2010

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Hi	ne Sitework, In	IC		
1400 South George St., Goldsboro, NC 27530				
as Principal, hereinafter called the Principal, and Western 151 N. Franklin Street, Chicago, IL 60606	Surety Compa		Beckler of the state of the state	
a corporation duly organized under the laws of the State o	of	and the second	SD	
as Surety, hereinafter called the Surety, are held and firm	ly bound unto	T.A. Loving/Meto	on-A Joint Venture	
36	00 Glenwood Av	venue Suite 150, I	Raleigh, NC 27612	
as Obligee, hereinafter called the Obligee, in the sum of	Five Percent	t of Amount Bid		
	Dollars			
for the payment of which sum well and truly to be made, executors, administrators, successors and assigns, jointly	the said Principand severally,	pal and the said firmly by these	Surety, bind ourselve presents.	es, our heirs,
WHEREAS, the Principal has submitted a bid for Crown	Event Center	BP 3100 Sitewo	rk Demolition & Enab	ling

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not it lexceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may any the perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid, then this obligation shall be nuclear with another party to perform the Work covered by said bid.

Signed and sealed this	3rd day of	September	2002 2024
(Witne	ss)	Hine Sitework, Inc.	CAROLINI (Seal)
	SURETY CAL	By: Western Surety Company	(Title)
(Wilnes	SS)	(Surety)	beck
	-authentition.	Attomey-in-Fact Margo G. Roberts	(Titlø)

AIA DOCUMENT A310 © BID BOND © AIA © FEBRUARY 1970 ED. © THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Margo G. Roberts , Individually

of Dutham, NC , its true and lawful Attomey(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond Principal: Hine Sitework, Inc. Obligee: T.A. Loving/Metcon-A Joint Venture

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney. pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attomey is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024. WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.

State of South Dakota }

Ν

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

Ay commission expires	M. BENT
March 2, 2026	GEAL NOTARY PUBLIC SEAD

M. Bent, Notary Public

Larry Kasten, Vice President

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force. and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of September, 2024.



WESTERN SURETY COMPANY Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Westem Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasuretv.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



SUBCONTRACTOR FORM OF PROPOSAL

CROWN EVENT CENTER CUMBERLAND COUNTY FAYETTEVILLE, NORTH CARLOINA

Bidder Name	Mid-Atlantic Infrastructure Systems, Inc.
Bid Package	3100
Date	September 3rd, 2024 @ 1:00pm
SUMBMITTED	TO: T. A. Loving Metcon a Joint Venture 3600 Glenwood Ave, Suite 150 Raleigh, North Carolina 27612

The Bidder, in compliance with the Invitation for Bids, has examined the Contract documents and other related documents, including the availability of materials and labor, hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to construct all work in accordance with the Contract Documents set forth herein, and at the prices stated below.

After Bid Proposals are received, tabulated, and evaluated by T. A. Loving | Metcon a Joint Venture, and the successful Bidder for each category of work has been determined, said Bidder agrees to meet immediately with T. A. Loving | Metcon a Joint Venture at the place of receipt of bids for purposes of determining any duplications or omissions. For purpose of these meetings, the Bidder agrees to provide a complete, detailed cost breakdown; a list of all Subcontractors proposed for use in the work; and a list of all items, materials and their manufacturers proposed for use in their work.

The Bidder, if awarded a Subcontract agrees to commence work and to fully complete and deliver this Work Category in accordance with the schedule prepared by T. A. Loving | Metcon a Joint Venture.

The undersigned agrees to perform all work associated with the following Bid Package number and description as detailed in Section 8:

Base Bid including sales tax:

(\$ 8,775,250.00

Allowances are available for application at the discretion of the Construction Manager and the unused portion credited against the Contract amount. All Contract allowances will be identified in the Schedule of Values as an individual line item exclusive of overhead and profit.

All bids must include a bid security attached per Section 3 – Instructions to Bidders

The Bidder acknowledges receipt of the following Addenda:

No	1	Date	08/14/2024	No. <u>4</u>	Date	08/21/2024
No	2	Date	08/15/2024	No5	Date	08/27/2024
No.	3	Date	08/16/2024			

ALTERNATES:

Alternate No. 1 - Payment & Performance Bond

(add)	(\$	88,000.00)
`			٦.

Alternate No. 2 -

_____ () (add) (\$

UNIT PRICES: Do not include in Base Bid

- Allowance 1 Provide allowance for 10 cubic yards of Removal of Mass Rock and disposal off-site 1. \$ 2,500.00
- 2. Allowance 2 Provide allowance for 10 cubic yards of Removal of Trench Rock and disposal off-site \$ 5,000.00
- 3. Allowance 3 Provide allowance for 1,000 cubic yards of Removal of unsuitable soil and disposal off-site \$ 75,000.00
- 4. Allowance 4 Provide allowance for 1,000 cubic yards of Removal of unsuitable soil and placement on-site \$ 25,000.00
- 5. Allowance 5 Provide allowance for 2,000 cubic yards of Removal of In-situ loose soil and compaction in original location \$ 50,000.00
- 6. Allowance 6 Provide allowance for 1,000 cubic yards of Replacement of removed rock or unsuitable soils with on-site suitable soil in-place \$ 50,000.00
- 7. Allowance 7 Provide allowance for 400 cubic yards of Replacement of removed rock or unsuitable soils with offsite suitable soil in-place \$ 30,000.00

- 8. Allowance 8 Provide allowance for 400 cubic yards of Replacement of removed rock or unsuitable soils with Aggregate Base Course in-place \$34,000.00
- 9. Allowance 9 Provide allowance for 200 cubic yards of Replacement of removed rock or unsuitable soils with No.57 washed stone in-place \$20,000.00
- 10. Allowance 10 Provide allowance for 200 square yards of Woven Geo-Textile Fabric in place \$_7,000.00
- 11. Allowance 11 Provide allowance for 200 square yards of Biaxial Geo-Grid in place \$_10,000.00

12. Allowance 12	\$
13. Allowance 13	\$
14. Allowance 14	\$
15. Allowance 15	\$

The bidder agrees that this Base Bid shall be good and may not be withdrawn for a period of Sixty (60) calendar days after the opening date of Bid Proposals.

The undersigned understand that T. A. Loving | Metcon a Joint Venture, the Architect and Owner, reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

Within fifteen (15) days after receipt of the signed Subcontract for this Bid Proposal, the undersigned will execute said agreement and deliver Performance and Labor and Material Bonds (if required) to T. A. Loving | Metcon a Joint Venture.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

<u>Provide with the bid</u> - Under GS 143-128.2(c) the undersigned bidder shall identify <u>on its bid</u> (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. <u>Also</u> list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its <u>own workforce</u> may submit an Affidavit (B) to that effect in lieu of Affidavit (A) required above. The MB Participation Form must still be submitted even if there is zero participation.

<u>After the bid opening</u> - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is <u>equal to or more than the 35% goal</u> established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary; * OR *

If less than the 35% goal, Affidavit (D) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit <u>with their bid</u> the Identification of Minority Business Participation Form listing all MB contractors, <u>vendors and suppliers</u> that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

On behalf of Mid-Atlantic Infrastructure Systems, Inc., of which I am duly authorized to execute this instrument, I,

Name of Subcontractor Mid-Allantic Infrastructure David McGee, President do hereby affirm and bind Systems, Inc. to the following:

Name & Title of Authorized Individual Name of Subcontractor

- We have received and reviewed each drawing, of each and every volume of drawings, distributed by the Construction Manager (CM), and acknowledge that there may be notes, details, or other information on those drawings that have influenced our bid; no matter if the drawing, in its entirety, pertains to the bid package included in our bid. All costs associated with those notes, details, or other information are included inour bid. <u>DM</u> (initials)
- 2. We have received and reviewed each specification section, of each and every volume of specifications, distributed by the CM, and acknowledge that there may be notes, details, or other information in those specification sections that have influenced our bid; no matter if the specification section, in its entirety, pertains to the bid package included in our bid. All costs associated with those notes, details, or other information are included inour bid. DM (initials)
- 3. We have received and reviewed the CM's Bid Manual, read it from cover to cover, and fully understand the bid package we are bidding on, in addition to any and/or all other requirements outlined in the Bid Manual. <u>DM</u> (initials)
- 4. We have received and reviewed each and every addendum as it has been issued by the CM, including all documents attached thereto, including revisions to the drawings, details, specifications, and bid manual. All costs associated with the addenda are included in our bid. DM (initials)
- We have not included any unapproved substitutions of material, equipment, or other appurtenances in our bid. We have included all material, equipment, and appurtenances as specified and detailed in the drawings and specifications.
 _____DM___(initials)
- 6. We have asked for and received answers to any pre-bid questions we have that would influence our bid price or ability to perform our work with regard to the bid package we are submitting ourbid on. <u>DM</u> (initials)
- 8. We fully understand the scope and scale of the project as a whole and the scope of our bid package included in our bid. We further acknowledge that the means and methods necessary to complete our scope of work are our own. We have also reviewed the preliminary project schedule included in the bidder's manual and will have sufficient manpower to complete this scope of work. <u>DM</u>___(initials)

The foregoing terms have been reviewed and accepted by Mid-Atlantic Infrastructure Systems, Inc. and we acknowledge that acceptance of these terms is required with the bid and that this executed exhibit will be included as a binding attachment to any subcontract agreement entered into by the Subcontractor and the CM.

BY:

(David McGee, President) same & Title of Authorized Individual

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Respectfully submitted this day of	September 3rd, 2024.
Mid-Atlantic Int	frastructure Systems, Inc.
(Name	of firm or corporation making bid)
WITNESS:	ву:
	Name: David McGee
(Proprietorship or Partnership)	Print or type TitlePresident
	(Owner/Partner/Pres./V.Pres) Address3600 Country Club Road,
ATTEST:	Suite 201, Winston-Salem, NC 7104
By: June Maushlum (Tracy Marsh	License No 47041
Title: Corporate Secretary	Federal I.D. No 56-2189097
(Corp. Sec. or Asst. Sec. only)	Email Address: cbooth@mis-usa.net

(CORPORATE SEAL)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

Mid-Atlantic Infrastructure Systems, Inc.			as
principal, and Berkley Insurance Company		, as	surety, who is
duly licensed to act as surety in North Carolina, are	held and fir	mly bound uni	to
the State of North Carolina through T.A. Loving/Metcon Cons	struction, A JO	NT VENTURE	as obligee,
in the penal sum of Five Percent of Amount Bid	5%	DOLLARS, la	wful money of
the United States of America, for the payment of w	hich, well ar	id truly to be n	nade, we bind
ourselves, our heirs, executors, administrators, severally, firmly by these presents.	successors	and assigns	s, jointly and

Signed, sealed and dated this 3rd day of September , 2024

WHEREAS, the said principal is herewith submitting proposal for

Crown Event Center - BP3100 - Sitework and Structure Demolition

and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Mid-Atlantic Infrastructure Systems, Inc.	(SEAL)
ву:	(SEAL)
	(SEAL)
Berkley Insurance Company	_(SEAL)
By: Whitehead , Attorney-in-Fact	(SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL) (SEAL)

FORM OF BID BOND

POWER OF ATTORNEY BERKLEY INSURANCE COMPANY WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Catherine Thompson; Bradley D. Lorenzetti; Noah William Pierce; or Jynell Marie Whitehead of Willis Towers Watson Southeast, Inc. of Charlotte, NC its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its November 2023 corporate seal hereunto affixed this 28th day of



Berkley Insurance Company R M. Hafter Jei lce President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD

2023, by Ira S. Lederman Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of November . and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President, and Secretary, and the Senior Vice President, MARIA C RUNDBAKEN NOTARY PUBLIC CONNECTICUT MY COMMISSION EXPIRES respectively, of Berkley Insurance Company.

APHIL 30, 2024

) ss:

)

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of themes is attached, is in full force and effect as of this date.

on on Childer my hand and seal of the Company, this <u>3rd</u> day of SEAL 1975 OFLAWAR

2024 Sentemb W

Vincent P. Forte

State of North	to Bid Attach to
County of	Forsyth
	(Name of Bidder) Mid-Atlantic Infrastructure Systems, Inc.
	nade a good faith effort to comply under the following areas checked:
Bidders must earn considered respor	at least 50 points from the good faith efforts listed for their bid to be nsive. (1 NC Administrative Code 30 I.0101)
that were known to	ted minority businesses that reasonably could have been expected to submit a quote and the contractor, or available on State or local government maintained lists, at least 10 days and notified them of the nature and scope of the work to be performed.
2(10 pts) Made the minority businesses	ne construction plans, specifications and requirements available for review by prospective s, or providing these documents to them at least 10 days before the bids are due.
3 – (15 pts) Broken participation.	down or combined elements of work into economically feasible units to facilitate minority
4 – (10 pts) Worked Historically Underut recruitment of mino	d with minority trade, community, or contractor organizations identified by the Office of tilized Businesses and included in the bid documents that provide assistance in rity businesses.
5 – (10 pts) Attende	ed prebid meetings scheduled by the public owner.
6 – (20 pts) Provide or insurance for sul	ed assistance in getting required bonding or insurance or provided alternatives to bonding ocontractors.
unqualified without	ated in good faith with interested minority businesses and did not reject them as sound reasons based on their capabilities. Any rejection of a minority business based on should have the reasons documented in writing.
capital, lines of cred	ed assistance to an otherwise qualified minority business in need of equipment, loan dit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving rily required. Assisted minority businesses in obtaining the same unit pricing with the n order to help minority businesses in establishing credit.
9 – (20 pts) Negoti increase opportunit possible.	ated joint venture and partnership arrangements with minority businesses in order to ties for minority business participation on a public construction or repair project when
10 - (20 pts) Provid meet cash-flow der	led quick pay agreements and policies to enable minority contractors and suppliers to nands.
of Minority Business Pa	parent low bidder, will enter into a formal agreement with the firms listed in the Identification articipation schedule conditional upon scope of contract to be executed with the Owner. ors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision of the contract.
The undersigned her commitment and is a	eby certifies that he or she has read the terms of the minority business uthorized to bind the bidder to the commitment herein set forth.
Date: 09/03/2024	Aname of Authorized Officer:David McGee
	Signature:
TABY PUR	Title:President
BRANDI H. BOYLES Stokes EDANY My Commission Excises	State of <u>NC</u> , County of <u>FORSYH</u> Subscribed and sworn to before me this <u>3rd</u> day of <u>September</u> 20 <u>24</u> Notary Public <u>Brandi U. Bray</u> My commission expires <u>O2 25 - 2028</u>

MBForms 2002-Revised July 2010

Attach to Bid Attach to Bid

Identification of HUB Certified Minority Business Participation

Mid-Atlantic Infrastructure Systems, Inc.

1.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
· ·			
	-		
	-		
*Minority optogorize: Black, African American (B			rigon Indian /I)

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)____

None

TA LOVING Inetcon A JOINT VENTURE T.A. Loving-Metcon, a Joint Venture

Printed on Thu Aug 29, 2024 at 09:11 am EDT

Job #: 24901 Crown Event Center 113 Gillespie Street Fayetteville, North Carolina 28301

GMP 1 CD Set Addendum 01 (08/12/24)

Drawing No. Architectural	Drawing Title	Revision	Drawing Date	Received Date	Set
A-1.0.0	DEMOLITION SITE PLAN	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
L.0.1	ARCHITECTURAL SITE PLAN	m	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
Givil					
C0.00	PROJECT NOTES	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C1.00	EXISTING CONDITIONS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C1.10	OVERALL DEMOLITION PLAN	0	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C2.00	OVERALL SITE PLAN	m	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C3.00	OVERALL GRADING AND STORM DRAINAGE PLAN	m	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C4.00	OVERALL UTILITY PLAN	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C5.00	SEWER PLAN AND PROFILE	1	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C5.01	SEWER PLAN AND PROFILE	0	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.00	EROSION CONTROL NOTES	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.01	STAGE 1 EROSION CONTROL PLAN	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.02	STAGE 2 EROSION CONTROL PLAN	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.03	STAGE 3 EROSION CONTROL PLAN	ß	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.04	STAGE 4 EROSION CONTROL PLAN	0	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.05	STAGE 5 EROSION CONTROL PLAN	0	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.06	NPDES PLAN	0	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.10	EROSION CONTROL DETAILS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.11	EROSION CONTROL DETAILS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)

Page 1 of 2

Printed on Thu Aug 29, 2024 at 09:11 am EDT $% \left({\left({1.5777777} \right)^{2}} \right)^{2}$

Job #: 24901 Crown Event Center 113 Gillespie Street Fayetteville, North Carolina 28301

T.A. Loving-Metcon, a Joint Venture

TALOVING

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C6.12	EROSION CONTROL DETAILS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.13	EROSION CONTROL DETAILS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C6.14	EROSION CONTROL DETAILS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C7.00	OVERALL PEDESTRIAN AND TRAFFIC MANAGEMENT PLAN	1	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C8.00	SITE DETAILS	m	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C8.01	STORM DRAINAGE DETAILS	m	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C8.02	WATER DETAILS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C8.03	WATER DETAILS	4	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C8.04	SEWER DETAILS	2	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
C8.05	SEWER DETAILS	0	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)
CS-GMP1	COVER SHEET - GMP01	3	08/12/2024	08/14/2024	GMP 1 CD Set Addendum 01 (08/12/ 24)

TA LOVING Metcon A Joint Venture T.A. Loving-Metcon, a Joint Venture

Job #: 24901 Crown Event Center 113 Gillespie Street Fayetteville, North Carolina 28301

GMP 1 Demo and Early Site Work Specifications

Number	Description	Revision	Issued Date	Received Date	Jec
00 - Procureme	00 - Procurement and Contracting Requirements				
10 10 00	Project Title Page - GMP 1 Project Manual	0	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
00 01 15	List Of Drawing Sheets	0	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
1 - Unknown					
	PWC and City of Fayetteville Technical Specifications	0	08/15/24	08/15/24	GMP 1 Demo and Early Site Work
31 - Earthwork					
31 10 00	SITE CLEARING	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
31 20 00	EARTH MOVING	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
31 23 17	TRENCHING	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
31 23 19	DEWATERING	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
31 23 24	FLOWABLE FILL	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
31 25 00	EROSION AND SEDIMENTATION CONTROL	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
S2 - Exterior Improvements	provements				
		c	100020	12/10/80	GMP 1 Demo and Early Site Work
32 12 16		1			
32 13 13	CONCRETE PAYING	9	12/02/20	08/01/24	GMP 1 Demo and Early Site Work
CZ CI CC		C1	12/02/20	08/01/24	GMP 1 Domo and Early Site Work
C 1 CT 7					
32 17 23	PAVEMENT MARKINCS	-1	07/29/24	42/10/80	CMINT FROM ONG FORM SHO WOLK
33 - Utilities					
33 41 00	STORM UTILITY DRAINAGE PIPING	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work
33 49 13	STORM DRAINAGE STRUCTURES	2	07/29/24	08/01/24	GMP 1 Demo and Early Site Work



NORTH CAROLINA

EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 9/9/2024

SUBJECT: ACCEPTANCE OF THE 2023 LOCAL EMERGENCY SHELTER CAPACITY GRANT AWARD AND ASSOCIATED BUDGET ORDINANCE AMENDMENT #B250237

BACKGROUND

The North Carolina Department of Public Safety (NCDPS) Emergency Management Division notified Cumberland County Emergency Services of receipt of the 2023 Local Emergency Shelter Capacity (LESC) grant for \$236,830.00

The competitive grant aims to upgrade infrastructure, such as electrical systems, install emergency generators, or provide quick hookup locations for emergency generators. No local match is required.

The grant funding will be used to install a 90 kW generator with an automatic transfer switch at Cliffdale Recreation Center. The Cumberland County Board of Commissioners previously funded generators for five other locations utilizing county funding:

- Mac Williams Middle
- W.T. Brown Elementary
- South View High School
- Pine Forest High School
- Westover Recreation

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners accept the 2023 Local Emergency Shelter Capacity Grant Award and approve Budget Ordinance Amendment B250237 to recognize grant funds in the amount of

\$236,830.00.

ATTACHMENTS:

Description Shelter Capacity Grant (Generator) MOA Cumberland Shelter Capacity Grant Award Letter Type Backup Material Backup Material



NC Department of Public Safety

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary William C. Ray, Director

Emergency Management 2023 Local Emergency Shelter Capacity Grant (LESCG) Memorandum of Agreement (MOA)

between

<u>Grantor:</u> State of North Carolina Department of Public Safety Emergency Management Recipient: Cumberland County 117 Dick St. Fayetteville, NC 28302

MOA# NCEM-LESCG2310

Award amount: \$236,830.00 Period of performance: 9/01/2024 to 3/31/2026

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities, and procedures to implement the terms and conditions for the above Grant. This MOA is to set forth terms by which Grantor, State of North Carolina through NC Department of Public Safety (NCDPS) / North Carolina Emergency Management (NCEM), shall provide funding to the Recipient to accomplish the Scope of Work as outlined within the Grant Application (See Appendix 2)

2. Authority

This grant award and MOA are authorized under the provisions of: (1) 2023 Appropriation Act, *S.L. 2023-134*, § 5.6(g), and (2) FY 2023 Local Emergency Shelter Capacity Grant Program (NOFO):

The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M. By accepting this award, the Recipient agrees to use these funds in a manner consistent with all applicable laws and regulations.

3. Compensation

Payment to Recipient for expenditures under this MOA will be <u>reimbursed</u> after Recipient's Requests for Reimbursement is submitted and approved for eligible scope of work activity. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided (as outlined in Appendix 4).

Recipient must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s) or suspension/revocation of grant funds awarded for this project. See also paragraph 7 below regarding compliance.

4. Conditions

These funds are provided by Grantor (NCEM on behalf of State of North Carolina) and the following conditions must be adhered to during the entire duration of the grant program:

- A. Recipient must:
 - i. Have a DUNS number prior to any funds being released. DUNS numbers may be obtained from either of the following websites: <u>www.dnb.com</u> or <u>http://fedgov.dnb.com/webform</u>. After April 4, 2022, Recipient will be required to obtain a <u>Unique Entity Identifier</u> created in the System for Award Management (<u>SAM</u>), if they do not already have one. Current <u>SAM</u> registrants have already been assigned their <u>Unique Entity Identifier</u> and can view it within <u>SAM</u>. The Unique Entity ID is currently located below the DUNS Number on the entity registration record in SAM.
 - ii. Ensure their organization is registered with SAM. Every applicant is required to have their name, address, DUNS number and EIN up to date in SAM, and the DUNS number used in SAM must be the same one used to apply for all awards from Grantor. SAM information can be found at <u>http://www.sam.gov</u>. After April 4, 2022, the <u>Unique Entity Identifier</u> in <u>SAM</u> becomes the official identifier for doing business with the U.S. Government.
- B. Recipient must submit the following documents to Grantor at <u>NCEMLTR.grant@NCDPS.gov</u> upon execution and submission of this MOA:
 - i. <u>State of NC Substitute W-9 Form</u>
 - ii. <u>Supplier Electronic Payment Request</u> Please email the completed form directly to OSC for processing: <u>ncfsepay@osc.nc.gov</u> with copy to <u>NCEMLTR.grant@ncps.gov</u>
 - iii. Conflict of Interest Policy (<u>G.S. 143C-6-23.(b)</u>)
 - iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))
- C. File Retention

Recipient is required to maintain records and invoices of this grant for five years after termination of the grant, or audit if required, or longer where required by law. Recipient must maintain a separate file for each grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by NCEM staff for site visits, project closeout and audits:

- i. Resolution or other official documentation relating to the acceptance or adoption of the grant award.
- ii. MOA, and supporting appendices.
- Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices and proof(s) of payment.
- iv. Audit findings and corrective action plans.
- v. Request for Reimbursements and documentation
- vi. Closeout Request and documentation
- vii. Pre and Post photo documentation for all permanent work projects

5. Regulation

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Recipient certifies that it understands and agrees that funds will only be expended for the project as outlined in the grant application and incorporated by reference herein. The Recipient and Grantor certify that each understands and agrees to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that the Grantor is duly authorized to commit the Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Recipient; and that all agencies involved with this project understand that all funds are limited to the period of performance.

6. Supplanting

Grant funds must be used to supplement existing federal, state, and local funds for program activities and must not replace (supplant) those funds that have been appropriated for the same purpose. Jurisdictions must provide assurances and certifications as to non-supplanting and the existence of proper administrative/ financial procedures as requested.

7. Compliance

Recipient shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. Recipient shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance and/or termination of the award per 09 NCAC 03M.0801. Additional conditions may also be placed on the Recipient for noncompliance with the specified terms and conditions of this MOA, including, but not limited to, additional monitoring and possible placement of Recipient on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM).

8. **Responsibilities**

Grantor:

- A. Grantor shall provide the funding described herein to Recipient to perform the activities as described herein.
- B. Grantor shall conduct a review of the project to ensure Recipient is progressing toward completion of the SOW.
- C. Grantor shall verify the completion of the project thru the closeout process.

Recipient:

- A. This MOA must be signed and returned to NCEM within 45 days after Recipient receives notice of this award. The grant shall be effective upon return of the executed Grant Award (MOA) and date of final approval by the Director of Emergency Management.
- B. Recipient shall expend funds in accordance with this MOA.

C. Recipient shall utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable state standards identified in <u>N.C.G.S. Chapter</u> <u>143</u>, <u>Article 3</u>, <u>Purchases & Contracts</u>.

If Recipient utilizes local procurement policies, Recipient is required to submit a copy of the applicable policies they followed and demonstrate that they complied with those policies, including competition as required.

Recipient is required to check the federal System for Awards Management (SAM), <u>https://sam.gov/content/exclusions</u> and the State Debarred Vendors Listing, <u>https://ncadmin.nc.gov/documents/nc-debarred-vendors</u>, to verify that all vendors and contractors have not been suspended or debarred from doing business with the federal or state government.

- D. Provide quarterly progress reports to NCEM within 10 days from end of the calendar year quarter to the following email: <u>NCEMLTR.grant@ncdps.gov</u>.
- E. <u>Requests for Reimbursement (RFR)</u>

Recipient must submit RFR, with all required documentation attached to NCEM at <u>NCEMLTR.grant@ncdps.gov</u>. Grantor will reimburse Recipient for eligible costs as determined by Grantor. Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from Grantor. Recipient must submit Request for Reimbursement per appendix 4.

F. <u>Closeout Reporting Requirements</u>

Recipient must submit to Grantor, no later than 90 calendar days after the end date of the period of performance or completion of the project, whichever is sooner, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

- i. A closeout letter indicating that the project is now 100% complete, that all funds were used for the purpose appropriated and ready for final inspection.
- ii. A complete accounting of how all grant funds were used thru the Summary of Documentation (SOD)Form which lists all labor, material, equipment, and contract invoices with corresponding checks or other proof of payment making up the total spend for the project.
- iii. Copies of all invoices and a copy of proof of payment (both front and back of cleared check is required) as listed on the SOD form.
- iv. Bid documents (solicitation, bid evaluations, etc.), contracts.
- v. Insurance documentation on equipment or property purchased under this award or letter indicating lack of insurability
- vi. Pictures prior to the start of the project and when complete for permanent work type grants.
- G. Non-Supplanting Requirement. See paragraph 6 (Supplanting).
- H. Recipient shall have sole responsibility for the ownership, maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
 - i. Recipient shall take and maintain a physical inventory of all equipment purchased with funds awarded under this grant. Equipment is defined as tangible, non-expendable

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property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to Grantor. The grant summary, cost reports with backup documentation, certificate of title, and any other Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.

- ii. Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented and made part of the official project records.
- iii. Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
- I. <u>Property and Equipment</u>. Property and equipment purchased with these funds shall be titled to Recipient, and Recipient shall be responsible for the custody and care of any property and equipment purchased with funds furnished for use in connection with this MOA. Grantor will not be held responsible for any property purchased under this MOA. Recipient must obtain any necessary insurance where said insurance can be reasonably obtain and provide proof of insurance as part of any Reimbursement Request or Closeout.

Recipient must utilize all property and equipment as intended in their project application to Grantor.

Failure to comply with these terms and conditions may result in the return of funds and any other remedy for noncompliance specified paragraph 7, Compliance, above.

- J. <u>Indirect Costs</u>. No indirect or administrative costs will be charged to this award.
- K. <u>Conflict of Interest</u>. Per <u>N.C.G.S. § 143C-6-23(b)</u>, Recipient is required to file with Grantor a copy of Recipient's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Grantor may disburse any grant funds.

In conjunction with providing the conflict of interest policy to Grantor, Recipient must disclose in writing to Grantor, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes Recipient's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award,

or administration of a contract supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Recipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient. All Recipients must disclose in writing to Grantor, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, Recipient must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting and subcontracting with funds provided under this grant award.

L. Recipient must have an acceptable local travel regulation plan or accept the state travel regulations. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall not exceed state rates and must be supported by documentation. International travel is not eligible under this MOA.

9. Funding

Pursuant to N.C.G.S 143C-1-1, the Recipient understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, Grantor will pay for services and goods acquired and obligated on or before the notice of agreement termination.

10. Taxes

Recipient shall be considered to be an independent Recipient and as such shall be responsible for <u>ALL</u> taxes. There shall be no reimbursement for taxes incurred by the Recipient under this grant.

11. Warranty

Recipient will hold Grantor harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the North Carolina Tort Claims Act. Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every non-state entity (including non-profit organizations, counties and local governments) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year.

Refer to "State Grant Compliance Reporting Forms" on the following website for instructions and applicable forms for Recipients to meet these requirements: <u>https://www.ncdps.gov/our-organization/emergency-management/emergency-management-grants/grants-management-compliance</u>.

Level I (Less than \$25,000)

A grantee receiving less than \$25,000 (combined) in State or Federal pass through funds must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of Less than \$25,000.
- Level I form and reporting instructions are available on the above website.

Level II (\$25,000 - \$499,999)

A grantee that receives between \$25,000 - \$499,999 (combined) in State or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Schedule of Receipts and Expenditures.
- Program Activities and Accomplishments Reports.
- Level II form and reporting instructions are available on the above website.

Level III (\$500,000 - \$749,999)

A grantee that receives a combined \$500,000 or more in State funding or Federal pass-through funding must submit:

- Certification Form.
- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end: Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards. See paragraph 15 below for audits.

Level III Continued (\$750,000+)

A grantee that receives a combined \$750,000 or more in funding from all Federal funding sources, even those passed through a state agency must submit:

• Certification Form.

- State Grants Compliance Reporting for Receipts of \$25,000 or More.
- Program Activities and Accomplishments Reports.
- Level III form and reporting instructions are available on the above website.
- Submit within nine months of the grantee's fiscal year end:
- Submit to DPS Internal Audit a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards.
- Post the single audit to the Federal Audit Clearinghouse (<u>https://harvester.census.gov/facweb/</u>).
- Make copies of the single audit available to the public. <u>See paragraph 15 below for audits</u>.

13. Audit Requirements

Per 09 NCAC 03M.0205, a Recipient that receives a combined **\$500,000** or more in **North Carolina state funding or federal funding passed through a state agency** must within 9 months of the Recipient's fiscal year end submit to DPS Internal Audit (<u>AuditGrantsReport@ncdps.gov</u>) a single audit prepared and completed in accordance with Generally Accepted Government Auditing Standards (GAGAS): <u>https://www.gao.gov/yellowbook</u>.

If Recipient is a unit of local government in North Carolina, Recipient may also be subject to the audit and reporting requirements in <u>N.C.G.S. 159-34</u>, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Recipient and are subject to change (*see Local Government Commission* for more information).

14. Points of Contact (POC)

To provide consistent and effective communication between Recipient and Grantor, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. Grantor contact shall be the Grants Manager listed on the Notice of Funding Opportunity or as amended. Recipient POC shall be the person designated by the Recipient. Recipient is required to keep Grantor informed of any changes in POC over the course of the period of performance. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.
- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.

D. Is independently developed at the receiving party by someone not privy to the confidential information.

15. Public Records Access

All information maintained by Grantor in connection with this MOA and grant award is subject to the <u>North</u> <u>Carolina Public Records Act</u>, Chapter 132 of the North Carolina General Statutes and is subject to <u>public</u> <u>records requests</u> through NCDPS.

16. Contracting/Subcontracting

If Recipient contracts/subcontracts any or all purchases or services under this MOA, then Recipient agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. Recipient and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold Grantor harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. If Recipient contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be forwarded to Grantor. A contractual arrangement shall in no way relieve Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements.

17. Situs

This MOA shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. Antitrust Laws

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

19. Other Provisions/Severability

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

20. Entire Agreement

This MOA and any annexes, exhibits and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

21. Modification

This MOA may be amended only by written amendments duly executed by Recipient and Grantor.

22. Termination

Either party, upon sixty (60) days advance written notice to the other, may terminate this MOA.

23. Scope of Work

Recipient shall implement the project as described in the approved project application. That application is hereby incorporated into this MOA in Appendix 2.

24. Execution and Effective Date

This grant shall become effective upon return of this original Grant Award (MOA), properly executed on behalf of the Recipient, and upon execution of all parties to this MOA. The last signature shall be that of the Director of NC Emergency Management.

25. Certification of eligibility - Under the Iran Divestment Act

Pursuant to N.C.G.S S§147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, N.C.G.S. § 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- A. That the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran
- B. That the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List
- C. That the undersigned is authorized by the Vendor to make this Certification

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <u>https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx</u> ad will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, direct questions to (919) 814-3852.

26. Regional and State Emergency/Disaster Shelter Support

If the Recipient jurisdiction is not impacted by an emergency or disaster, the Recipient is encouraged to provide the emergency shelter facilities available to impacted jurisdictions for regional or statewide sheltering upon request by the Grantor pursuant to N.C.G.S §§ 166A-19.10(7), 166A-19.12(1) or other impacted jurisdictions pursuant to N.C.G.S. § 166A-19.15(f)(3).

27. NC SPARTA

The Recipient shall add or update the facility information to the NC SPARTA Shelter Database.

28. Attachments

All attachments to this Agreement are incorporated as if set out fully herein.

- A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or inconsistency.
- B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:
 - i. Appendix 1 Notice of Funding Opportunity (NoFO)
 - ii. Appendix 2 Scope of Work or Grant Application
 - iii. Appendix 3 Award letter
 - iv. Appendix 4 Required Documentation for Reimbursement Request.

Long Term Recovery Grant Agreement version 1.2 LESCG - 6/2024

IN WITNESS WHEREOF, the parties have each executed this MOA and the parties agree that this MOA will be effective upon signature of all parties with the signature of the Director of Emergency Management establishing the effective date.

NC Department of Public Safety Division of Emergency Management	Cumberland County
1636 Gold Star Drive Raleigh NC 27607	117 Dick Street Fayetteville, NC 28302
By:	Ву:
Date:	Date:
William C. Ray	Name:
Director NC Emergency Management	Title:
APPROVED AS TO FORM:	Ву:
By:	Date:
	Name:
Date:	Title:
William Polk	
Department of Public Safety	
Deputy General Counsel	
	Ву:
	Date:
	Name:
	Title:

NOTICE OF FUNDING OPPORTUNITY (NOFO):

North Carolina Emergency Management (NCEM)

2023 Local Emergency Shelter Capacity Grant Program

North Carolina Emergency Management (NCEM) is now accepting applications for grants funded through the 2023 Appropriations Act, *S.L. 2023-134*, § 5.6(g) the Local Emergency Shelter Capacity Grant Program.

Eligible applicants are units of local government.

Applications must be received by NCEM no later than Close of Business (5pm) on May 31, 2024.

Eligible Applicants

Units of local government, as defined by N.C. Gen. Stat. § 143C-1-1(29) are eligible to be considered for a shelter capacity grants to retrofit public buildings used to provide emergency shelter. If a public building is not suitable for use as an emergency shelter, upon request of a local government the Division may consider an application for a non-public building maintained by Non-State entities (an individual, a firm, a partnership, an association, a county, a corporation, or any other organization or group acting as a unit, to include a unit of local government and public authority) as defined in N.C. Gen. Stat. § 143C-1-1(18). North Carolina Emergency Management will convene a panel to score the projects. Non-public building projects are limited to nonsectarian or nonreligious purposes which address such items in the section below.

Eligible Categories of Work

Grants will be used to improve disaster shelters across the State in the following areas:

- (1) to meet weather-related structural requirements such as windspeed ratings of roofs and windows; and
- (2) to upgrade infrastructure, such as electrical systems to install emergency generators or provide for quick hookup locations for emergency generators.

Initial funding for this notice is anticipated to be \$5,000,000. There is no maximum grant request limit, funding will be allocated to maximize the potential capacity increase for evacuation sheltering statewide. Phased and co-funded projects will be considered. Phased projects must not be dependent on future phases to operationalize increased shelter capacity.

Projects can be 100% funded with <u>no local cost share</u> and are paid on a <u>reimbursement</u> basis. Grant administration costs are <u>not</u> eligible. The Division shall also in awarding grants consider steps taken by the local government to obtain alternative sources of funding such as insurance policies, private grant funding, or available federal aid programs.

Examples of Eligible Projects:

- Wind hardening or "retrofit" of local shelter such as hurricane shutters
- Weather-related structural external functional and accessibility upgrades
- Roof construction or load improvements
- Purchase and installation of generator for local shelter, to include alternative power sources

Long Term Recovery Grant Agreement version 1.2 LESCG - 6/2024

• Purchase and installation of generator transfer switches or quick connects for a local shelter

Where to Submit Application Materials

Applications must be submitted to the following email address: <u>NCEMLTR.grant@ncdps.gov</u>. Applications will be reviewed for completeness with completed applications scored and ranked.

Kev Target Dates:

15-April-2024	NOFO Released
17-April-2024	Technical Assistance Workshop (10:00AM-11:00AM)
13-May-2024	Technical Assistance Workshop (10:00AM-11:00AM)
31-May-2024	Application Deadline
1-July-2024	NC Review Panel Scoring completed
31 - July 2024	Applicants Notifications
July-August 2024	Complete and Sign grant agreements

The Period of Performance (POP) is up to 36 months, starting on the date of the recipient's award. This process starts with the application referenced below.

Process to Submit Your Application

Application/Submission Information and Instructions

Application deadline 31 May 2024 (5:00PM)

Application to be submitted to <u>NCEMLTR.grant@ncdps.gov</u> with subject line "Applicant name – Project name – 2023 Local Emergency Shelter Capacity Grant Program"

Application email should include the completed <u>Application Document</u> and any additional attachments to support the project. Please make sure that you address each part of the application. The points below are representative of what you will find needed within the application. (Scoring weight in brackets):

- i. Applicant Name, Address, Contact Information, and Project Name. Nonprofit corporations should also include the "Certificate of Existence from the NC Secretary of State, bylaws, and documentation to support ownership or right for project specific facility. (10)
- ii. General description of the Project (15)
- iii. Estimated increase in shelter capacity upon completion of the project (35)
- iv. Scope of Work (SOW) and cost estimate for the project to achieve #3 above, including an understanding of how the estimate was achieved. (20)
- v. Timeline from approval of Grant to project completion. (10)
- vi. How and who will manage the project if awarded and their qualifications. Additionally, the applicants should include their experience in managing a grant award. (10)

Competitive proposals likely will include:

- Substantial increase for local capacity in emergency sheltering capability, and availability for major statewide incidents.
- External accessibility infrastructure upgrades
- Understanding of the benefits for residents, businesses, and other entities within a community including the percent of the community impacted by the project.
- Professional or engineering reports for the project.
- A current estimate of probable cost with an understanding of how this was developed.

Long Term Recovery Grant Agreement version 1.2 LESCG - 6/2024

- How the project links to previous comprehensive assessments or planning effort or an understanding of how the community prioritizes this project.
- An understanding of likely timeline and implementation of a full construction project.

The Local Emergency Shelter Grant is intended to address a deficiency in shelter capacity across all regions. Grant recipients will be requested to sign a Host Shelter MOA with NCEM, to utilize the shelter of which the grant has been awarded, as a Host Shelter site if the shelter location is not otherwise occupied or is unavailable.

Projects that are selected will require applicants to sign a Grant Agreement (MOA) and will be expected to comply with the terms of the agreement, including quarterly reporting and interim and final inspections as necessary or risk timely payment or funding. Also, applicants will be required to submit the below listed OSBM required documents/forms with the signed MOA if awarded a grant under this fund:

- i. State of NC Substitute W-9 Form
- ii. <u>Supplier Electronic Payment Request</u> Please email the completed form directly to OSC for processing: <u>ncfsepay@osc.nc.gov</u> with copy to <u>NCEMLTR.grant@ncps.gov</u>
- iii. Conflict of Interest Policy (<u>G.S. 143C-6-23.(b)</u>)
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

For more information, please send any questions to <u>NCEMLTR.grant@ncdps.gov</u>

Scope of Work

Project includes the installation of a county procured vendor installed generator at Cliffdale Recreation Center in Fayetteville NC, with the following requirements:

1) 90 kW Generator

2) Automatic Transfer Switch

3) Concrete Mounting Pad

4) Electrical Wiring

5) Plumbing (Running and Connecting lines to generator)

6) Testing and In-service

Estimated Cost: \$236,830.00

The estimated cost is based on a study completed by the Wooten Company in October 2022, which is attached to the application. The estimated cost is a 10% increase from the cost in the study based on work completed in late 2023 similar in size and nature.

NC Department of Public Safety

EMERGENCY MANAGEMENT



Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary William C. Ray, Director

30 August 2024

Mr. Garry Crumpler EM Coordinator Cumberland County 117 Dick St. Fayetteville, NC 28302

Dear Mr. Crumpler,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Local Emergency Shelter Capacity Grant Program has been selected for funding up to the amount of **\$236,830**.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email to NCEMLTR.grant@ncdps.gov

- <u>Supplier Electronic Payment Request</u> Please email the completed form directly to OSC for processing: <u>ncfsepay@osc.nc.gov</u> with copy to <u>NCEMLTR.grant@ncps.gov</u>
- Conflict of Interest Policy (<u>G.S. 143C-6-23.(b)</u>)
- Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

William C. Koy

WilliamsCooRary Director & Deputy Homeland Security Advisor North Carolina Emergency Management



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Documents for Reimbursement Request

Quarterly Progress Report - Form LTR002/2022 Request for Reimbursement - Form LTR003 Summary of Documentation (SOD) - Form LTR001

Recipient should submit a single pdf with the above forms and all supporting information including invoices, proof of payment, bid documentation and contracts as necessary. PDF file should be ordered as follows:

- 1. Request for Reimbursement Form
- 2. Current Quarterly Progress Report Form
- 3. Summary of Document Form (SOD)
- 4. Supporting documentation in order as they appear on SOD. Please order invoices and matching checks together within the pdf.
- 5. Any Insurance documents, permits, or pictures of work progress as necessary or supportive.

North Carolina Division of Emergency Management Long Term Recovery Grant Program QUARTERLY PROGRESS REPORT

Progress Report Period:	to		
Project Title:			
Applicant:			
Address:		County:	
		Title:	
Phone #(s):	Email Address:		
Total Project Expenditures to Dat 1. Date of Project Approval:			
 Start Date of the Project: 			
3. Percent of Work Completed to	Date:%		
4. Anticipated Completion Date:			
5. Actual Completion Date:			
6. Summary of progress on project	et for this report period: (A	Provide narrative summary on a monthly ba	sis

and relate activities to project budget.)

7. Anticipated cost over-run/under-run: \$

8. Problems encountered:

(4) \square Project canceled

9. Status: (*Please check pertinent information*).

Project Status		Project Cost Status
(1) \square Project on schedule		(1) \Box Cost unchanged
(2) Project completed		(2) Cost overrun
(3) Project delayed	(3)	Cost_der-run

Request for Reimbursement (RFR) Form LTR003

Grantee:	Identification Number:

Mailing Address:	City	y, Zip:
U	/	A

MOA Grant #	Grant Amount \$	Previous Payments \$	Current RFR	SOD and supporting Docs attached (Y/N)*	State Approv Office Use of approval) Co	nly (GM
Total of Curre	ent Request					

* SOD and Supporting documentation are required for all Requests for Reimbursements and need attached to the pdf of this request.

I certify that the above expenditures are accurate and in compliance with the associated MOA.

Authorized Representative:

Signature: _____

Date: _____

		RGENCY MANAGEMENT SUPPORT OF AMOUNT	
	R ELIGIBLE WORK		
(1) Applicant:		(2) MOA Number:	
(3) FIPS/Duns or Tax ID/EIN No.			
(5)	(6) Delevery Date of articles or	(7) DOCUMENTATION List Documentation (Applicant's payroll, material out of applicant's stock,	(8) Applicant Proposed Eligib
Applicant's Check No., Reference No., Warrant, Voucher, Claim, or schedule No.	Performance services Force Account Labo	applicant owned equipment and name of vendor or contractor) by category	Costs
	F orce Account Labo		
		Total	0.00
	Equipment	10141	0.00
			0.00
	Materials	Total	0.00
		Total	0.00
Contract			0.00
Other		Total	0.00
Other			
		Total	0.00
		(9) Grand TOTAL	
		(10) -Grant AMOUNT	
		(11) ADJUSTED TOTAL (+ OR -)	\$0.0
Signature:			



NC Department of Public Safety EMERGENCY MANAGEMENT

Roy Cooper, Governor

Eddie M. Buffaloe Jr., Secretary William C. Ray, Director

30 August 2024

Mr. Garry Crumpler EM Coordinator Cumberland County 117 Dick St. Fayetteville, NC 28302

Dear Mr. Crumpler,

North Carolina Emergency Management (NCEM) is pleased to inform you that your grant application for the Emergency Management Local Emergency Shelter Capacity Grant Program has been selected for funding up to the amount of **\$236,830**.

The final approval is conditional on the return of the attached Memorandum of Agreement (MOA), signed by the appropriately authorized representative(s) within 45 days from the date of this letter.

The attached MOA, as well as the following documents below, should be returned to NCEM via email to NCEMLTR.grant@ncdps.gov

- <u>Supplier Electronic Payment Request</u> Please email the completed form directly to OSC for processing: <u>ncfsepay@osc.nc.gov</u> with copy to <u>NCEMLTR.grant@ncps.gov</u>
- Conflict of Interest Policy (<u>G.S. 143C-6-23.(b)</u>)
- <u>Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))</u>

This grant shall be effective upon transmittal to the jurisdiction of the executed MOA by NCEM.

By accepting this grant, the recipient agrees that funds will only be expended to complete the approved project, not to exceed the funding amount during the designated period of performance, as well as all applicable terms, conditions, and responsibilities specified in the MOA.

If you have any questions please contact Mr. Jeff Welker, NCEM Long-Term Recovery Grants Manager, directly (984-222-4159 or Jeffrey.Welker@ncdps.gov).

Respectfully, -Signed by:

William C. Ray

WilliamsCoRay Director & Deputy Homeland Security Advisor North Carolina Emergency Management



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CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 9/6/2024

SUBJECT: FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES (2 VACANCIES)

BACKGROUND

The Fayetteville Technical Community College Board of Trustees has the following two (2) vacancies:

Charles Harrell-Term Expired June 2024

Suzannah Tucker-Term Expired June 2024

The membership roster and applicant list for the Fayetteville Technical Community College Board of Trustees is attached.

RECOMMENDATION / PROPOSED ACTION

Please nominate individuals to fill the vacancies above.

ATTACHMENTS:

Description	Туре
Fayetteville Technical Community College Board of Trustees Roste	er Backup Material
Fayetteville Technical Community College Board of Trustees Applic	cant List Backup Material

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE

BOARD OF TRUSTEES

(County Appointees) 4 Year Terms

	4 Year Terr Date			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
David Williford (W/M) 2539 Mirror Lake Dr Fayetteville, NC 28303 323-1200/987-0548/483-2500 Dwillif363@aol.com	10/22	2nd	Oct 26 10/31/26	No
Phillips, Adam (W/M) 214 Rush Road Fayetteville, NC 28305 910-964-1726 ajsphillips@gmail.com	9/23	1st	Sept/27 9/30/27	Yes
Charles Harrell (W/M) 2016 Winterlochen Road Fayetteville, NC 28305 910-624-8842 charrell@harrellsauto.com	5/20	2nd	June/24 6/30/24	No
Esther Thompson (PI/F) 511 Forest Lake Rd Fayetteville NC 28305 910-670-5515 <u>ethom874@gmail.com</u>	9/21	1st	Sept/25 9/30/25	Yes
Suzannah Tucker (School Board Appointee)	6/20	2nd	June/24 6/30/24	
Tammy Thurman (School Board Appointee)	6/21	1st	June/25 6/30/25	
Charles Koonce (School Board Appointee)	6/22	2nd	June/26 6/30/26	
Ronald Crosby Jr. (School Board Appointee)	6/23	1st	June/27 6/30/27	

155D-12(b1) – No person who has been employed full time by the community college within the prior five (5) years and no spouse or child of a person currently employed full time by the community college shall serve on the board of trustees of that college. (See file.)

APPLICANTS FOR

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
BOSTIC, MELISSA (H/F) 3931 BROOKGREEN DRIVE FAYETTEVILLE, NC 28304 364-2345 (H) <u>MBOSTIC19@ICLOUD.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUL</i>	lership: Yes _eadership Program: No Io	MBA/PHD BUSINESS ADMINISTRATION
BRADSHAW, BETSY M. 2816 MILLBROOK ROAD FAYETTEVILLE, NC 28303 824-1510/486-1605 <u>BETSY.BRADHSAW@DHHS.NC.GOV</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	lo lership: No ∟eadership Program: No	
BREECE, DAVID (W/M) 500 RAMSEY STREET FAYETTEVILLE, NC 28301 910-635-7706 <u>ROGERSANDBREECE.DAVID@GMA</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUE</i>	IO lership: NO .eadership Program: NO O	ME BA IN BUSINESS
COVINGTON, QUDERRICK (B/M) 1457 FERNDELL DRIVE FAYETTEVILLE, NC 28314 910-584-2886 ED@TULSANONPROFIT.ORG Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUE	ership: NO .eadership Program: NO O	FSU PHY

APPLICANTS FOR **FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES PAGE 2 EDUCATIONAL** NAME/ADDRESS/PHONE OCCUPATION BACKGROUND DEBERRY, AN-QUE (-/F) SOCIAL WORKER **BA-POLITICAL SCIENCE** 1405 E YELLOW RIBBON DRIVE MAGELLAN HEALTH MASTERS-SOCIAL WORK **FAYETTEVILLE NC 28314** 702-978-0960 ANQUEDEBERRY@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC JAMES, JAVONTE (B/M) CAR WASH/PART-TIME HS 5936 MCDOUGAL DRIVE FAYETTEVILLE, NC 28304 JAMESJAVONTE7@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC HEPBURN, CHARLENE (B/F) ALPHA ACADEMY EDU DEGREE 6218 DUNBANE COURT FAYETTEVILLE, NC 28311 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: REPRESENTATIVE OF EDUCATION/TRAINING APPLICATION RECEIVED: 3-22-2024. HINSON, MARY (B/F) MENTAL THERAPIST PHD, MA 3470 THAMESFORD RD PRIVATE PRACTICE **FAYETTEVILLE NC 28311** 919-491-3299 MHINSONLPC@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

<u>APPLICANTS FOR</u> FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES PAGE 3

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HOLLOMAN, GWEN (B/F) 721 EDGEHILL ROAD FAYETTEVILLE NC 28314 868-1691/261-7813 GHOLL80180@AOL.COM	HEALTH CARE ADMINISTRATOR RETIRED	BS-HEALTH CARE ADMIN.
Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUB	ership: NO eadership Program: NO O	
JENKINS, JR. LYNDEL RAY (W/M) 1523 EPIC WAY HOPE MILLS NC 28348 910-423-2805/910-3667551 <u>RAYJENKINSJR@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	ership: NO eadership Program: NO O	BACHELORS M
JONES, CHARLES (W/M) 437 BRIGHTWOOD DRIVE FAYETTEVILLE, NC 28303 910436-1231 (H) 910-303-7170 (M) CJ 68@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadershi Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leade Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	• Inter Topodonos	BA
LAHUFFMAN, DONALD W. (B/M) 616 MCALPHIN DRIVE FAYETTEVILLE NC 28301 488-8130(H)/489-5030(M) <u>DLAHUFFMAN@YAHOO.CON</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUB	ership: NO eadership Program: NO ⁄A	BA/MA

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS, PAGE 4

		EDUCATIONAL	
NAME/ADDRESS/PHONE	OCCUPATION	BACKGROUND	
LONG, MICHAEL J. (WM) 5308 BELLA FARMS CT GODWIN, NC 28344 910-476-5825 LONGMJ13@GMAIL.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N CATEGORY: GENERAL PUB	lership: NO ∟eadership Program: NO I/A	MA HUMAN RESOURCES	
MARIHUGH, SCOTT (W/M) 1640 WOODFIELD RD FAYETTEVILLE NC 28303 253-948-8849 <u>SMARIHUGH@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	BS/MBA		
MCLAUGHLIN, JAMI 300 N. 2 ND STREET SPRING LAKE, NC 28390 910-391-4870 JAMIMCLAUGHLIN1@GMAIL.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUE</i> **** Currently serving on the Joint Plan	lership: NO _eadership Program: NO IO B <i>LIC</i>	BA ECU	
MILLS, SUSAN (W/F) 4158 BENT GRASS DRIVE FAYETTEVILLE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N CATEGORY: GENERAL PUE	lership: NO ₋eadership Program: NO IO	BS SCHOOLS	

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS, PAGE 5

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND		
OATMAN, LEWIS S. (-/M) 5575 HALLWOOD DRIVE FAYETEVILLE, NC 28348 884/5020 <u>LEWIS OATMAN@MSN.COM</u> Graduate-County Citizens' Academy: I Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUR</i>	dership: NO Leadership Program: NO IO	PHD HEALTH SCIENCES		
PATTERSON, DENNIS (W/M)SPECIAL FORCESBS/MS6080 CEDAR CREEK RDCOMMUNICATIONS INSTRUCTORFAYETTEVILLE, NC 28312DEPT OF DEFENSE910-224-2182RANGERPAT1@GMAIL.COMGraduate-County Citizens' Academy: NOGraduate-Institute for Community Leadership: NOGraduate-Leadership Fayetteville: NOGraduate-United Way's Multi-Cultural Leadership Program: NOGraduate-other leadership academy: NOCATEGORY: GENERAL PUBLICCurrently serving on the Animal Services Board				
PHILLIPS, ANDREA JENKINS (W/F) TEACHER MASTERS 2816 TRENTWOOD CT CC SCHOOLS FAYETTEVILLE NC 28304 *SERVES ON THE EQUALIZATION AND REVIEW BOARD* 910-977-4528 ANDREAJENKINSPHILLIPS@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC				
PLATER, J RAY SR. (B/M) 4805 WADE STEDMAN RD WADE NC 28395 723-2461/489-8628 JPLATER@E2GP.NET Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N CATEGORY: GENERAL PUL	lership: No ∟eadership Program: No Io	MBA, MS ROUP		

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS, PAGE 6

FAGE 0		EDUCATIONAL		
NAME/ADDRESS/PHONE	OCCUPATION	BACKGROUND		
SHORT, JOSEPH (WM) 2628 ELMHURST DRIVE FAYETTEVILLE, NC 28304 910-263-1316 JIshort11791@gmail.com Graduate-County Citizens' Acad Graduate-Institute for Communit Graduate-Leadership Fayettevill Graduate-United Way's Multi-Cu Graduate-other leadership acad <i>CATEGORY: GENERA</i>	BS IN AGRICULTURE NC STATE			
SKINNER-COLEMAN, ANNETTE (B/F) DOD SCHOOL COUNSELOR 5712 POOH AVENUE STEDMAN, NC 28391 910-988-8185 (M) 910-907-0209 (W) <u>en1dc8ve@gmail.com</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: <u>CATEGORY: GENERAL PUBLIC</u>				
SMITH, AMANDA (W/F) 1001 BROOK STREET FAYETTEVILLE, NC 28305 910-308-3847 SOLDWITHAMANDASMITH@G Graduate-County Citizens' Acad Graduate-Institute for Communit Graduate-Leadership Fayettevill Graduate-United Way's Multi-Cu Graduate-other leadership acade CATEGORY: GENERA	emy: NO y Leadership: NO e: NO Iltural Leadership Program: NO emy: NC REALTORS WILLIAM C BASS LEAD	BS- BUS. MGMT. ERSHIP ACADEMY		
TILLETT, KERRI (B/F) 3615 THORNSBY LANE FAYETTEVILLE, NC 28306 609-851-1158 LADYTILLETTT@GMAIL.COM Graduate-County Citizens' Acad Graduate-Institute for Communit Graduate-Institute for Communit Graduate-Leadership Fayettevill Graduate-United Way's Multi-Cu Graduate-other leadership acade <i>CATEGORY: GENERA</i>	y Leadership: NO e: NO Iltural Leadership Program: NO emy: NO	JD – TULANE BA – VASSAR		

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE BOARD OF TRUSTEES APPLICANTS, PAGE 7 EDUCATIONAL

PAGE 7 NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
TWITTY, MARTELLE (B/F) 6404 DAVIS BYNUM FAYETTEVILLE NC 28306 910-922-2014 <u>MARTELLECOKE@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	ership: NO eadership Program: NO O	DENTAL HYGIENE, BS
WILLIAMS, AMANDA 674 BAYWOOD ROAD FAYETTEVILLE, NC 28312 435-0960(H)/658-7541(M)/907-7029(W <u>AMANDAW67@HOTMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	/ IO ership: NO eadership Program: YES O	NC AGRICULTURAL & TECHNICAL STATE UNIV EDUCATION SPEC./MASTERS
WILLIAMS, EBONE (B/F) 2755 BARDOLINO DRIVE FAYETEVILLE, NC 28306 410-776-9408 <u>EBONE.WILLIAMS@OUTLOOK.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	ership: NO eadership Program: NO O	BACHELORS
WILLIAMS, MELA (B/F) 3934 HEARTPINE DRIVE FAYETTEVILLE NC 28306	ADJUNCT PROFESSOR OF CHRISTIAN EDUCATION	BS

910-728-9263 <u>MMWILLIAMS1690@YAHOO.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: GENERAL PUBLIC*



NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 9/3/2024

SUBJECT: BOARD OF ADJUSTMENT (4 VACANCIES)

BACKGROUND

At the September 3, 2024, meeting, the Board of Commissioners nominated the following individuals to fill the four (4) vacancies on the Board of Adjustment:

NOMINEES:

Vickie Mullins - Full Time Member Donald Brooks - Full Time Member Kenneth Turner - Full Time Member Veronica Mitchell-Rozier - Alternate Member

The membership roster for the Board of Adjustment is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the (4) vacancies.

ATTACHMENTS:

Description Board of Adjustment Membership Roster

Type Backup Material

3 Year Term					
Name/Address	Date Appointed	Term	Expires	<u>Eligible For</u> Reappointment	
Robert E. David(B/M) 901 Kaywood Drive Fayetteville, NC 28311 910-488-1194 <u>Redavis1911@aol.com</u>	8/21	1st	Aug/24 8/31/24.	Yes	
Linda Amos (B/F) Vice-Chair 917 Bashlot Place Fayetteville, NC 28303 910-261-4003 <u>Linda.amos901@yahoo.com</u>	6/22 (serving unexpired to	2nd erm; eligible fo	June/25 6/30/25 r two additional t	No terms)	
Marva Lucas-Moore (B/F) 3014 Hampton Ridge Road Fayetteville, NC 28311 551-1904/227-9605 marva@lucasmoorerealtyinc.com	10/22 (serving unexpired to	2nd erm; eligible fo	Oct/25 10/31/25 r one additional t	No erm)	
Vickie M. Mullins (W/F) 5905 Turnbull Rd Fayetteville, NC 28312 910-322-3100 <u>Girlimon1@aol.com</u>	10/21	1st	Oct/24 10/31/24	Yes	
Gregory Parks (W/M) Chair 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	9/21	2nd	Sept/24 9/30/24	No	
<u>Alternate Members:</u> Gary Silverman 1174 Derbyshire Road Fayetteville, NC 28314 910-574-9952 <u>Gsilverman001@gmail.com</u>	8/22	1st	Aug/25 8/31/25	Yes	
Donald Brooks (B/M) 301 Southland Drive Fayetteville, NC 28311 910-826-6078 <u>Donaldbrooks959@gmail.com</u> **Mailing address PO Box 316 Fayetteville, NC 28302	2/23	1 st	Feb 26 2/28/26	Yes	

Board of Adjustment, page 2

Name/Address	Date Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Alternate Members Continued: Kenneth Turner (W/M) 2009 Rock Ave Fayetteville, NC 28303 484-0042/797-1896 <u>kturneri@hotmail.com</u>	8/21	1st	Aug/24 8/31/24	Yes
Jovan Bowser (B/F) 2016 Manning Drive Fayetteville, NC 28306 775-775-7789 Bowser.jovan@gmail.com	2/23	1st	Feb/26 2/28/26	Yes
Brenee Orozco (B/F) 1736 Ellie Ave Fayetteville, NC 28314 910-286-3382 orozcofirm@gmail.com	2/23	1st	Feb/26 2/28/26	Yes

Meets 3rd Thursday of each month at 6:00 PM – Historic Cumberland County Courthouse, 130 Gillespie Street, Second Floor Hearing Room #3

Contact: Yolanda Bennett/David Moon - Planning & Inspections Department, 678-7608



NORTH CAROLINA

CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 9/4/2024

SUBJECT: CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (4 VACANCIES)

BACKGROUND

At the September 3, 2024, meeting, the Board of Commissioners nominated the following individuals to fill the four (4) vacancies on the Local Emergency Planning Committee:

NOMINEES:

Colby Foster - Community Group Representative Laura Smith - Emergency Management Representative Harrison Combs - Law Enforcement Representative Marcia Tillman Bookhart - Utilities Representative

The membership roster for the Local Emergency Planning Committee is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the vacancies.

ATTACHMENTS:

Description Local Emergency Planning Committee Membership Roster

Type Backup Material

CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE 3 Year Term

v 12 P

	L Oth	T OTT		
(Staggered	d Te	rms]	Initial	lly)

	Date	initiality)		Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Traino/Fradross	nppomed	10111	Expires	Reappointment
Print and Broadcast Media Represe	ntative			
Lou Cherry	11/22	Serving	June/24	Yes
4243 Cherry Hill Lane	11/22	unexpired	6/30/24	1 05
Fayetteville, NC 28312		term	0/30/24	
919-903-6232 (C) 910-438-4023 (V	W	term		
lcherry@co.cumberland.nc.us	v)			
renerry@co.cumbernand.nc.us				
Sean Swain VACANT CC Sheriff's Office PIO 5315 Fisher Road Fayetteville, NC 28304 910-849-4004	11/19	2nd	Nov/22 11/30/22	No
Operators of Facilities Representati	NO.			
Donna Godwin	11/22	1st	Nov/25	Var
(Dupont)	11/22	151	11/30/25	Yes
722 Alexwood Drive			11/30/23	
Hope Mills, NC 28348				
676-8385 / 213-1383				
D-FAYE.GODWIN@DUPONT.COM				
Robert Melvin VACANT	11/19	2nd	Nov/22	No
(Eaton Corporation)			11/30/22	110
PO Box 156				
Stedman, NC 28391				
910-677-5318				
Tony Collado VACANT	11/19	2nd	Nov/22	No
(Valley Proteins)			11/30/22	110
3814 Corapeake Drive				
Fayetteville, NC 28312				
323-4112/323-9600				
Caleb Stoker (Hexion)	6/21	2nd	June/24	No
821-101 Astron Lane			6/30/24	
Fayetteville, NC 28314			mentional and a contract of the Carlot	
874-4340/364-5064				
Caleb.stoker@hexion.com				
<u>_</u>				

ST // 11	Date			<u>Eligible For</u>
Name/Address	Appointed	Term	Expires	Reappointment
Law Enforcement Representative Trooper Robert David Rhodes 1810 Carl Freeman Rd Stedman, NC 28391 910-916-3726 Robdrhodes@gmail.com	6/21	1st	June/24 6/30/24	No
Deputy Gary Clarke Cumberland Co. Sheriff's Office 5740 Pooh Avenue Stedman, NC 28391 910-670-4790 gclarke@ccsonc.org	2/24	1st	June/27 6/30/27	Yes
Brett Chandler VACANT Fayetteville Police Department 5337 Anna Belle Lane Wade, NC 28395 273-0529/433-1885	11/19	2nd	Nov/22 11/30/22	No
Emergency Management Representa Marc C. Baker VACANT 190 Wolfpoint Drive Fayetteville, NC 28311 797-7662/321-6734 mbaker@co.cumberland.nc.us	ative 6/21	1 st	June/24 6/30/24.	Yes
Community Group Representative Andrew McLean 6764 Willowbrook Drive, Apt 6 Fayetteville, NC 28314 910-987-6728 Andrew.mclean3@redcross.org	11/22	1st	Nov/22 11/30/25	Yes
<u>Transportation Representative</u> Janet Renae Larson 2202 Kimberly Drive Fayetteville, NC 28306 574-1338/323-8283 rlarson@parkergas.com	6/21	2nd	Feb/24 2/28/24	No

Cumberland County Local Emergency Planning Committee, page 3

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
<u>Health Representative</u> Greg Phillips Cumberland County Public Health 6300 Nakoma Way Fayetteville, NC 28306 489-1669/433-3685 gregphillips@co.cumberland.nc.us	11/23	1 st	Nov/26 6/30/26	Yes
Hospital Representative George White (-/M) 2741 Hayfield Road Wade, NC 28395 366-8703/907-6688 GEORGE.C.WHITE.CIV@MAIL.MIL	3/22	1st	Mar/25 3/31/25	Yes
<u>Fire Fighting Representative</u> Chief Logan Herndon 7600 Documentary Drive Fayetteville, NC 28306 910-624-6177 <u>GCFIRE1801@GMAIL.COM</u>	8/23	1st	June/27 6/30/27	Yes
<u>First Aid Representative</u> Robert L. Godwin Cumberland Co. EMS/Emergency M Cape Fear Valley Health System 3014 Player Ave Fayetteville, NC 28304 987-7923/615-5696 <u>rgodwin@capefearvalley.com</u>	11/23 Management	1st	Nov/26 11/30/26	Yes
<u>At-Large Representative</u> Terrance Phillips 1926 Harcourt Circle Fayetteville, NC 28304 910-495-3653 <u>Tlphillips247@gmail.com</u>	5/23	1st	May/26 5/31/26	Yes
Local Environmental Representative Amy Mateo 5591Bellflower Street Fayetteville, NC 28314 364-5459 <u>Amateo011@gmail.com</u>	2 1/22	1st	Jan/25 1/31/25	Yes

¢

Cumberland County Local Emerg	<u>Date</u>	initioe, puge 1		Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Litilities Democratation				
<u>Utilities Representative</u> PWC Maintenance Supervisor				
Johnny Lanthorn	2/24	1st	Mar/27	Yes
6841 Main Street		150	3/28/27	105
Wade, NC 28395			0120121	
910-850-8453				
Johnny.Lanthorn@faypwc.com				
Ex-Officio/Voting Member:				
Marshall Faircloth, County Comn	nissioner			
Emergency Management Gene Booth, Cumberland County	Emergency Services	3		
<u>County Manager</u> County Manager or County Mana	ger Designee			
<u>Hazardous Materials Response Te</u> David Richtmeyer, Chairperson ,		Fire Departmen	t	
<u>Fort Liberty :</u> Adam Buehler, Fort Liberty				
Cumberland County Emergency M Garry Crumpler, Vice Chairperso			Services	
<u>Secretary</u> Christina King				
Contacts: Garry Crumpler 43	8-4069 gcrumpler@	co.cumberland.1	nc.us	
Meets quarterly on the last Thursd Meeting Location Varies	ay of the month in J	anuary, April, Ju	ıly & October at	10:00 am –



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 9/4/2024

SUBJECT: FAYETTEVILLE AREA CONVENTION AND VISITOR'S BUREAU BOARD OF DIRECTORS (1 VACANCY)

BACKGROUND

At the September 3, 2024, meeting the Board of Commissioners nominated the following individuals to fill the one (1) vacancy on the Fayetteville Area Convention and Visitor's Bureau Board of Directors:

NOMINEES:

Nathan Ernst (New Appointment)

The membership roster for the Fayetteville Area Convention and Visitor's Bureau Board of Directors is attached.

RECOMMENDATION / PROPOSED ACTION

Please nominate individual to fill the vacancy above.

ATTACHMENTS:

DescriptionTypeFayetteville Area Convention and Visitor's Bureau Board of Director's Membership
RosterBackup Material

FAYETTEVILLE AREA CONVENTION AND VISITORS' BUREAU

BOARD OF DIRECTORS 3 Year Terms

	3 Year	Terms			
	Date	_		igible For	
Name/Address	Appointed	Term	Expires Re	eappointment	
Appointed by Board of County Commissioners:					
Hotel/Motels under 100 room Lily Schmidt TownePlace Suites by Marri 5238 Foxfire Rd. Fayetteville, NC 28303 910-764-1100 (W) 910-224- lilys@immhotels.com	8/22 ott-Skibo (County Commissioner	1st <i>Appointee</i>)	Aug/25 8/30/25	Yes	
Hotel/Motel over 100 rooms Michelle Williams Fairfield Inn & Suites 4249 Ramsey Street Fayetteville, NC 28311 910-987-4807 michellew@nhghotels.com	Representatives: 8/7 (County Commissioner	1st <i>Appointee</i>)	Aug/26 8/31/26	Yes	
<u>At Large</u> Sheba McNeill 542 Williwood Rd Fayetteville, NC 28311 910-229-1111/910-568-5005 <u>Shemc20@gmail.com</u>	10/21 (County Commissioner	1 st Appointee)	Oct/24 10/31/24	Yes	
<u>At Large</u> Jimmy Keefe Trophy House 370 Echo Lane Fayetteville, NC 28303 910-987-2255 jkeefe@thetrophyhouseinc.co	10/21 (County Commissioner	1 st • Appointee)	Oct/24 10/31/24	Yes	
Local Business Tony Kotso-Poulos (RESIG 474 Kingsford Rd Fayetteville, NC 28314 910-964-5901 akotso@aol.com	NED) 10/21 (County Commissioner	1 st Appointee)	Oct/24 10/31/24	Yes	

Fayetteville Area Convention a		2		
Name/Address	Date Appointed	Term	<u>Eli</u> Expires Rea	<u>gible For</u> ppointment
Appointed by FACVB Boa <u>Hotel/Motel with 6000+ Me</u> Manish Mehta Embassy Suites 229 Forest Creek Drive	eting Space Representati	<u>ve</u> 1 st	Oct/24 10/31/24	Yes
Fayetteville, NC 28303 910-494-1918 <u>msmehta@5pointsnc.com</u>	(FACVB Board of Dir	rectors Appointee))	
Hotel/Motel Representative Byron McNeill Hampton Inn &Suites 2065 Cedar Creek Rd	10/21	1st	Oct/24 10/31/24	Yes
Fayetteville, NC 28312 313-779-1963 Byron.mcneill2@hilton.com	(FACVB Board of Dir	ectors Appointee)		
Local Business Fred Surgeon Sweet Valley Ranch 2990 Sunnyside Road Fayetteville, NC 28312 910-733-0617	10/21 (FACVB Board of Dir	1 st ectors Appointee)	Oct/24 10/31/24	Yes
<u>fsurgeon@bellsouth.net</u> <u>Cumberland County Manager o</u> Sally Shutt, Cumberland Assist	ant County Manager	101		
<u>General Manager of the Crown</u> Seth Benalt, General Manager (<u>Complex or Designee (Vot</u> Crown Complex	ing Member):		
<u>City of Fayetteville Manager or</u> Jodi Phelps, City of Fayetteville	Designee (Voting Member Manager	<u>:):</u>		
Ex-Officio Positions (Non-Voti Airborne and Special Operation Tourism Development Authorit President of Fayetteville Area H President of the Cool Springs D President of the Fayetteville Cur Fayetteville Area Convention ar Past Chair of the Fayetteville Ar One (1) Position at Board Discret	s Museum y lospitality Association owntown District nberland County Economi nd Visitors Bureau, Page 3 ea Convention and Visitors		oration	
<u>County Commissioner Liaison (</u> Commissioner Veronica Jones	<u>Non-Voting):</u>			
Meetings: Quarterly – Fourth	Wednesday of the first	month at 12 p.m.		

Meetings: Quarterly – Fourth Wednesday of the first month at 12 p.m. Contact: Randy Fiveash (or Jennifer Betshlimon), Fayetteville Area Convention & Visitors' Bureau – 483-5311 <u>rfiveash@visitfayettevillenc.com</u> & jbetshlimon@visitfayettevillenc.com



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 9/5/2024

SUBJECT: PARKS AND RECREATION ADVISORY BOARD (2 VACANCIES)

BACKGROUND

At the September 3, 2024, meeting, the Board of Commissioners nominated the following individuals to the Fayetteville-Cumberland Parks and Recreation Advisory Board:

NOMINEES:

Antonio Renteria David Reece

The membership roster for the Fayetteville-Cumberland Parks and Recreation Advisory Board is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the vacancies above.

ATTACHMENTS:

DescriptionTyFayetteville-Cumberland County Parks and Recreation Membership RosterBa

FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION 3 Year Terms (Terms were initially 2 and 3 years)

Name/Address	Date Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Stacy Bolton 787 Wade Stedman Road Stedman, NC 28391 910-850-5851 <u>Stacytb12@gmail.com</u>	1/24	1st	Oct/27 10/31/27	Yes
Trevon McNeill 8436 English Saddle Drive Fayetteville, NC 28314 (910) 364-2693 FDECYP@GMAIL.COM	5/23	1 st	Oct/26 10/31/26.	Yes
Helen Stovall-Brockett 6998 Point East Drive Fayetteville, NC 910-303-2179 <u>HelenBrockett@gmail.com</u>	5/23	1st	Oct/26 10/31/26	Yes
Harold Smelcer 3209 Boone Trail Fayetteville, NC 28306 910-425-1769 smelcerco@aol.com	6/22	2nd	Oct/25 10/31/25	No
Vickie M. Mullins (W/F) 5905 Turnbull Rd Fayetteville, NC 28312 910-322-3100 <u>Girlimon1@aol.com</u>	6/23	2nd	Oct/26 10/31/26	Yes
Louis Wood (W/M) 6221 Azelia Drive Stedman, NC 28391 910-308-4861 <u>louis.wood@stateelectric.com</u>	1/24	2nd	Oct/27 10/31/27	No
Lee Spruill (W/M) 960 Ken Hancock Lane Stedman, NC 28391 309-0157/483-0191 vleespruill@gmail.com	4/21	2nd	Oct/24 10/30/24	No

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street Contact: Michael Gibson/Jessica Legette, City of Fayetteville, Phone 433-1547, Fax 433-1762



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 9/5/2024

SUBJECT: HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (1 VACANCY)

BACKGROUND

At the September 3, 2024, meeting the Board of Commissioners nominated the following individuals to fill the one (1) vacancy on the Home and Community Care Block Grant and Committee:

NOMINEE:

Barbara Brooks

The membership roster for the Home and Community Care Block Grant Committee is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint an individual to fill the vacancy above.

ATTACHMENTS:

Description Home and Community Care Block Grant Committee Membership Roster

HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (PLANNING COMMITTEE FOR AGING SERVICES) 4 Year Term

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Name/Address	Date Appointed	Term	Expires	<u>Eligible For</u> Reappointment
<u>Older Consumer</u> Willie Wright (B/M) 196 Darrock Court Fayetteville, NC 28311 822-6415/568-1291	11/21	1st	Sept/25 9/30/25	Yes
Wright196@yahoo.com	serving unexpired ter	rm-eligible for	1 full term on 9	/30/24.
Stephen MacDonald 1783 Cawdor Drive Fayetteville, NC 28304 426-8117 <u>SMACDONALD3@NC.RR.COM</u>	11/21	2nd	Nov/25 11/30/25	No
Delores "Dee" J. Boyer (W/F) 724 Maxwell Street Fayetteville, NC 28303 630-3735/322-1450 Deeboyer48@yahoo.com	2/22	1st full	Feb/26 2/28/26	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 487-7555	12/20	2nd	Sept/24 9/30/24	No
Willie McKoy 1632 Greenock Ave Fayetteville NC 28304	12/20	1st	Dec/24 12/31/24	Yes
Edna Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582/624-4558	12/20	2nd	Sept/24 9/30/24	No
Judy Dawkins 2004 Morganton Rd Fayetteville, NC 28305	12/20	1st	Dec/24 12/31/24	Yes
Rebecca "Becky" Rebec 4010-204 Bardstown Ct Fayetteville, NC 28304 248-535-1804 Babchab6@gmail.com	2/22	2nd	Feb/26 2/28/26	No

Home and Community Care Block Grant Committee, page 2

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Aging Service Provider Kevin Walker 3420 dorado Cir #304 Fayetteville, NC 28304 734-218-1392/676-8676 kevinwalker@rdltherapeutic.com	2/22	2nd	Feb/26 2/28/26	No
Kendra Haywood 603 Sugaridge Lane Fayetteville, NC 28311 354-6743	11/21	2nd	Nov/25 11/30/25	No
Debra Kinney (B/F) 1506 Camelot Drive Fayetteville, NC 28304 491-4793/853-1510	2/22	1st full	Feb/26 2/28/26	Yes
dkinney@alliancehealthplan.org	serving unexpired te	rm; eligible for	2 full terms on	2/28/22.
Attorney Sigma Smith 5343 Parkton Road Hope Mills, NC 28348 sigmas@legalaidnc.org	3/24	1st	Mar/28 3/31/28	Yes
Felicia Johnson 2606 Raeford Rd Fayetteville, NC 28303 910-771-4499	2/22	2nd	Feb/26 2/28/26	No
Devin Trego (RESIGNED) 1006 McKimmon Road Fayetteville, NC 28303 910-493-3449/610-223-2165 <u>devint@legalaidnc.org</u>	5/22	1st	May/26 5/31/26	Yes
Lisa Hughes 5524 Shady Pine Ct Hope Mills, NC 28348 339-6579/988-8727/484-0111 LHUGHES@CCCCOOA.ORG	11/21	2nd	Nov/25 11/30/25	No
Meagan Honaker 5427 Fountain Lane Hope Mills, NC 28348 988-8505/429-7223 mhonaker@trinity-health.org	4/21	1st	April/25 4/30/25	Yes

Home and Community Care Block Grant Committee, page 3

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Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Aging Service Provider Helen Godwin 805 Retriever Court Fayetteville, NC 28311 630-3674/670-2451	12/20	2 nd	Dec/24 12/31/24	No
<u>Civic Representative</u> Bennie Bradley (B/F) 5837 Conservation Court Fayetteville, NC 28314 339-3402/624-9120 <u>Bdbradley26@gmail.com</u>	11/21	1st	Nov/25 11/30/25	Yes
<u>Elected Official</u> Frances Collier PO Box 47 Linden, NC 28356	12/20	2nd	Sept/24 9/30/24	No
<u>County Representative</u> Clarence Grier County Manager PO Box 1829 Fayetteville, NC 28302-1829	03/23	NA	NA	NA

Meets as needed at Mid-Carolina Regional Council Office, 6205 Raeford Rd. Fayetteville, NC

Contact: Tracy Honeycutt - 323-4191 x27 - Fax 323-9330 – <u>thoneycutt@mccog.org</u> 6205 Raeford Rd, Fayetteville, NC 28304



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/9/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR GRAY'S CREEK WATER AND SEWER DISTRICT

BACKGROUND

The Cumberland County Public Utilities Division and General Manager for Natural Resources have identified the need for additional funding to serve this area and may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16,2024, Board of Commissioners' meeting and the Gray's Creek Water and Sewer District Governing Board Meeting agenda:

1. Adopt the attached resolution allowing the department to move forward with the application for funding Assistance for Gray's Creek Water and Sewer District.

ATTACHMENTS:

Description Gray's Creek Resolution

RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The residents of Cumberland County need safe and reliable drinking water;
- WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for projects described as:

Gray's Creek Water and Sewer District Phase II project related to PFAS contamination; and

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

Attest:

Cumberland County Board of Commissioners

By:_____ Glenn Adams, Chairman

Andrea Tebbe, Clerk to the Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners for Cumberland County duly held on the 16th day of September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of

_____, 20_____.

(Signature of Recording Officer)

Clerk to the Board



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 9/10/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR OVERHILLS WATER AND SEWER SYSTEM REGIONALIZATION STUDY

BACKGROUND

The Cumberland County Public Utilities Department and General Manager for Natural Resources have identified the need to study regional opportunities for the Overhills Water and Sewer System. Funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure is available. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

RECOMMENDATION / PROPOSED ACTION

At the September 12, 2024, Agenda Session meeting, the Board of Commissioners approved placing the proposed action below as a Consent Item on the September 16,2024, Board of Commissioners' meeting agenda and the Overhills Water and Sewer District Governing Board meeting agenda:

Adopt the attached resolution allowing the department to move forward with the application for funding Assistance for Overhills Water and Sewer System Regionalization Study.

ATTACHMENTS:

Description Funding Resolution for Overhills

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for projects described as:

Overhills Water and Sewer System Regionalization Study, and;

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

Cumberland County Board of Commissioners

By: _

Glenn Adams, Chairman

Attest:

Andrea Tebbe, Clerk to the Board

FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Clerk to the Board of Commissioners for Cumberland County, North Carolina, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Board of Commissioners for Cumberland County duly held on the 16th day of September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of ______, 2024.

(Signature of Recording Officer)

(Title of Recording Officer)